

Cooperation Agreement

between

Teach For All, Inc.
25 Broadway, 12th Floor
New York, NY 10004
United States of America

("TFALL")

and

Deutsche Post AG
Charles-de-Gaulle-Straße 20
53113 Bonn
Germany

("Deutsche Post")

(jointly: the "Parties")

Preamble

As the leading company of Deutsche Post DHL Group, offering its customers a comprehensive portfolio of transport and logistics services from a single source, Deutsche Post AG is one of the largest service provider in the fields of mail, parcel, express and logistics.

As one of the world's leading transport and logistics company, Deutsche Post DHL Group wants to leverage its core competencies and the know-how of the employees in a way that makes a positive contribution to society and the environment. Deutsche Post DHL Group collaborates closely with established partner organizations to ensure the positive impact of our social programs and activities.

The goal of Deutsche Post DHL Group's GoTeach program is to enhance the employability of young people, especially those from disadvantaged socio-economic backgrounds, whether as a result of poverty, the loss of their family or being forced to flee their homes. GoTeach aims at enabling children (7+) and young people (15+)

to fulfill their potential by developing their mindsets, life skills, and capacity to reach their aspirations, and connecting them to the world of work. Furthermore, GoTeach aims to provide best practice examples and to collaborate within multi-stakeholder partnerships to scale solutions. To achieve this, local employees interact with children and young people in order to share their experience and expertise. In every country, DPDHL Group and its partners are involved in jointly planning and implementing GoTeach activities. For this reason, activities can vary considerably at country level, but they are united by the same GoTeach objectives and global framework.

Teach For All (TFAll) is a non-profit corporation pursuant to the provisions for the Not-for-Profit Corporation Law of the State of New York and operates for charitable and educational purposes. Teach For All is a global network, currently comprising around 50 independent, locally led and funded partners ("Network Partners") with a shared vision to develop collective leadership in classrooms and communities in order to ensure that all children can fulfill their potential. Teach For All aims to ensure that students gain the skills, awareness, agency, and mindset they require to enter the world of work and pursue meaningful careers, to grow as civic leaders and to be in a position to shape a better future for themselves and all of us. The partnership between Deutsche Post DHL Group and Teach For All was established in 2010.

Given the shared aspiration of the Parties to enable every student to have a meaningful career and fulfill their potential, the main focus of the partnership is to support young people as they make the transition to working life. For the partnership, this will entail building students' awareness, and increasing their exposure to the world of work via site visits, career orientation opportunities, and an introduction to various career pathways in their local contexts. Through skill-based volunteer activities, the partnership aims to provide practical opportunities for students to increase their career-readiness, including CV writing workshops, practice interviews, access to internships, and other short-term vocational opportunities. The partnership targets the development of robust programs and workshops with a focus on critical life skills, including helping students to build awareness, agency, confidence, and creativity to prepare them to navigate their future in the working world. Furthermore, tailored mentoring and coaching opportunities represent potential partnership activities.

Specific measures are developed in close collaboration with local partners in order not only to meet local requirements but also to best support the common objectives shared by Teach For All, the Network Partners in the respective countries as well as Deutsche Post AG and its affiliated companies.

In light of this, the partnership shall be based on the following principles:

- "Local ownership & global framework" – the cooperation shall be based on activities within the global GoTeach framework; such activities shall be jointly agreed upon at local level by both the Network Partners and the DHL companies in the respective country – and
- Employability – the needs of children and young people shall be central to all local activities. The offers made available to them should help prepare them to successfully enter the working world at a later juncture.

On this basis, the Parties agree to continue their partnership and agree as follows:

Section 1 Support for TFALL provided by Deutsche Post

Deutsche Post will support TFALL during the term of this Agreement with annual contributions specified in this Agreement. The contributions will be provided in accordance with the provisions made in this Agreement on the distribution of the contributions and in compliance with any other conditions stipulated in this Agreement.

TFALL will not partner as agreed in this Agreement with competitors of Deutsche Post in the transport and logistics market and/or to competitors of the companies affiliated with Deutsche Post in the transport and logistics market.

Section 2 General rules regarding the provision of the contributions

- 2.1 The annual contributions specified in this Agreement will be divided between support for the global TFALL organization on the one hand and support for the individual Network Partners on the other hand in accordance with the rules stipulated below
- 2.2 Deutsche Post will provide the global TFALL organisation with a contribution totalling the amount of €250,000 (in words, two-hundred and fifty thousand euros) per calendar year for the term of this Agreement.
- 2.3 In addition to the sum specified in 2.2, Deutsche Post will also provide the Network Partners and/or the global TFALL organisation with purpose-tied contributions to the total amount of at least €1,150,000 (in words, one million one hundred and fifty thousand euros) per calendar year during the term of this Agreement.
- 2.4 The aforementioned contributions defined in this Agreement may be provided by Deutsche Post or by companies affiliated with Deutsche Post pursuant to Sections 15ff of the German Stock Corporation Act – hereinafter referred to as “affiliated companies”. The contribution may be provided in the form of a cash payment and/or a donation in kind – collectively referred to as “contributions”.
- 2.5 The contributions pursuant to 2.2 will be paid in cash to the global TFALL organisation.

- 2.6 The contributions pursuant to 2.3 will be provided in the form of a cash payment or as a donation in kind to TFALL and/or the Network Partners. Insofar as Network Partners are provided with cash contributions from the sum named in Section 2.3, these will amount to €30,000 (in words, thirty thousand euros) per calendar year. In deviation from the above provision, the national TFALL organisation “Teach First Deutschland” will receive a cash contribution of €100,000 (in words, one hundred thousand euros) per calendar year. The aforementioned amount is also included in the amount named in Section 2.3. Where contributions in kind are provided, the following applies to the determination of the financial value: The costs incurred by Deutsche Post and/or the affiliated company for the commissioning of service providers are decisive for determining the financial value of donations in kind. Insofar as Deutsche Post and/or the affiliated company purchase/s services required for the provision of the donation in kind from affiliated companies, these costs shall also be taken into account when determining the value of the donation in kind.
- 2.7 The specific purpose of the respective contribution, any other forms of support (such as volunteering) and payment dates will be set down in separate agreements concluded between the affiliated company and the respective Network Partner and/or the global TFALL organisation as agreed following consultations between the respective parties..

The countries in which Network Partners are to receive funding will be determined by Deutsche Post in coordination with TFALL for each calendar year until latest January by 31st. The list must be documented in writing and becomes an integral part of this agreement (“Network Partner List”).

- 2.8 All contributions provided under this Agreement and the individual Project Agreements may only be used by beneficiaries exclusively for the respective purpose agreed.
- 2.9 Deutsche Post will coordinate the support of programs and educational offers for pupils of the Network Partners in close cooperation with TFALL. TFALL will assist Deutsche Post in selecting the countries and selecting and implementing the individual projects.
- 2.10 The Parties agree that TFALL is the sole contracting party of Deutsche Post to realize the content of this contract.
- 2.11 The breakdown of contributions is described in **Annex 1**.

Section 3 Distribution of contributions / purpose

- 3.1 The prerequisite for the provision of contributions by Deutsche Post and affiliated companies is that a Project Agreement for the provision of the contributions has been concluded in advance between the sponsoring companies of the Deutsche Post DHL Group and the Network Partner. The Project Agreement must, in particular, contain provisions on the specific purpose and the payment methods.

3.2 Exit option for Deutsche Post

Deutsche Post will be entitled to stop providing contributions to TFALL and/or to Network Partners selected in this Agreement if the conditions regarding the support of that Network Partner as defined between the parties are not met.

The aforementioned option may be exercised by Deutsche Post requires the prior written notification to TFALL.

The option may only be exercised if

- a) TFALL fails to conduct the activities agreed in Section 4 and Section 7 with regard to the Network Partner concerned or if these activities are not rendered fully or not in the agreed manner and/or
- b) the contributions are used by Network Partner concerned for other than the contractually agreed purposes.

The parties shall select an alternative Network Partner by mutual consent.

Section 4 Role of TFALL

- 4.1 Through appropriate agreements with Network Partners specified in this Agreement, TFALL will ensure that employees of Deutsche Post and employees of Deutsche Post's affiliated companies will be given the opportunity to support the initiatives performed by the relevant Network Partners as volunteers.
- 4.2 TFALL will facilitate contact between Deutsche Post and its affiliated companies and the fellows in the Network Partners. TFALL will, at its own expense, grant Deutsche Post and its affiliated companies access to information requested by Deutsche Post to facilitate successful contacts, as permitted by national data privacy laws, as well as contact details for the Network Partners. The activities conducted by TFALL pursuant to this Section 4.2 will

be undertaken intermittently as determined by TFALL and Deutsche Post, not on a regular or ongoing basis.

- 4.3 TFALL will name a contact person for Deutsche Post who will be available to Deutsche Post for all matters to be agreed upon under this Agreement – including the necessary agreement on the initiatives of Network Partners. TFALL will particularly ensure by providing the contact person that the general terms of the contract are concluded by the Network Partners, that program elements of the partnership will be executed and progress of Network Partners will be monitored on regular basis according to the reporting structure defined.
- 4.4 Deutsche Post recognizes that TFALL is a charitable organization and is prohibited from engaging in certain activities that would put in jeopardy its tax-exempt status under U.S. law. In addition, TFALL may be subject to tax on certain income it receives from activities unrelated to its exempt purpose. Any activities conducted by TFALL under this Agreement must be in furtherance of its exempt purpose, and TFALL shall not conduct any activities under this that TFALL determines would be unrelated to TFALL's exempt purpose.

Section 5 Support provided by Deutsche Post

- 5.1 In addition to the financial assistance obligated through this agreement, Deutsche Post will support TFALL by encouraging and enabling employees of Deutsche Post and employees of affiliated companies of Deutsche Post to participate in the volunteering work described in this Agreement. Deutsche Post will approach and select suitable employees for the volunteering opportunities described in this Agreement.
- 5.2 Deutsche Post will name a contact for TFALL who will be available to TFALL for all matters to be agreed upon under this Agreement – including the necessary agreement on the initiatives of the Network Partners.

Section 6 Principles of cooperation and reporting

- 6.1 Annual Activity report on the use of funds

Activity reports on the use of funds and performance reports shall be produced by TFALL through December 31st and distributed to

Deutsche Post on or before January 31st of any given year, following the format in **Annex 2.** .

In case of direct cooperation agreed between an affiliate company of Deutsche Post and a Network Partner TFALL shall enter the cooperations into the Activity reports and provide a monthly Partnership Activity report as described in Annex 1.

6.2 TFALL annual financial statements

TFALL will send a copy of TFALL's annual financial statements to Deutsche Post by August 1st of any given year.

Section 7 Communication and right of use

- 7.1 TFALL will grant Deutsche Post and its affiliated companies the non-exclusive right to use the logos of TFALL and Network Partners shown in **Annex 3** in any form (also in electronic media) for internal and external marketing and communication activities worldwide (e.g., corporate and product advertising, PR activities, trade fair presentations, any type of publication) free of charge and limited to the term of this Agreement. Deutsche Post must obtain written permission from TFALL before using any of the logos of TFALL or any Network Partner in connection with any corporate or product advertising.
- 7.2 Upon Deutsche Post's request, TFALL will provide Deutsche Post with photo material, moving image material, texts and quotations ("communication and advertising material") relating to the activities performed by TFALL and the Network Partners. The requirements for this communication and advertising material are described in **Annex 4.** TFALL will grant Deutsche Post and its affiliated companies the non-exclusive right to use the communication and advertising material in any form (also in electronic media) for internal and external marketing and communication activities worldwide (e.g., corporate and product advertising, PR activities, trade fair presentations, any type of publication) free of charge and limited to the term of this Agreement. Deutsche Post must obtain written permission from TFALL before using any of the logos of TFALL or Network Partner in connection with any corporate or product advertising.
- 7.3 TFALL ensures that TFALL holds all the required rights regarding the use of the logos and communication and advertising material made available to Deutsche Post and that no trademark rights, personality rights, copyrights or other rights of third parties and/or statutory provisions are conflicting with the use of the logos and

communication and advertising material by Deutsche Post and its affiliated companies. TFALL also ensures that the copyright holders involved in the production of communication and advertising material have effectively waived their right to be named as originators. If the contractual use of the logos and/or communication and advertising material provided is in breach of trademark rights, personality rights, copyrights or other rights of third parties and/or statutory provisions, TFALL will indemnify Deutsche Post and/or the affiliated company upon first written request from any claims by third parties and compensate Deutsche Post and/or the affiliated company for any resulting losses incurred including the costs of legal action.

- 7.4 TFALL must include the Deutsche Post logo shown in **Annex 5**, without any changes being made to this, in any internal and external communication and marketing activity – websites and other online platforms operated by TFALL about the partnership with Deutsche Post. TFALL must include the logo shown in **Annex 5**, without any changes being made to this, in any and all material mentioning the cooperation with Deutsche Post (e.g. brochures, websites, and other publications). TFALL will conclude the appropriate agreements with the Network Partners named in this Agreement to ensure that the Deutsche Post logo shown in **Annex 5** will be used by the Network Partner to the aforementioned extent. Deutsche Post may demand that instead of the logo shown in **Annex 5** another logo of Deutsche Post and/or its affiliated companies will be used by TFALL and the Network Partners.
- 7.5 TFALL will inform Deutsche Post in good time of any intended marketing materials of TFALL and the Network Partners that references the partnership between Deutsche Post and TFALL. All project-specific publications mentioning the cooperation between Deutsche Post and TFALL or referring to Deutsche Post and/or its affiliated companies – either by including a logo specified by Deutsche Post or through references in any other form – must be agreed with Deutsche Post prior to publishing and require prior written approval by Deutsche Post (e-mail sufficient). TFALL will supply Deutsche Post with a copy of the planned project-specific publication in advance.
- 7.6 Deutsche Post will retain intellectual property rights, in particular trademark rights, copyrights and other rights, regarding the use of the logos supplied for use as well as of all other templates, files and documents made available to TFALL. Deutsche Post will grant TFALL and Network Partners named in this Agreement for the measures specified in Section 7 (4) a non-exclusive, non-transferable right of use to the relevant trademark free of charge and limited to the term of the Agreement. Deutsche Post will also grant TFALL and the Network Partners named in this Agreement free of charge and limited to the term of the Agreement a non-exclusive, non-transferable right of use to other protectable works

made available under this Agreement. The rights of use granted are restricted to the measures specified in Section 7 (4). Deutsche Post may revoke these rights of use granted at any time without giving any reasons.

7.7 TFALL will have sole liability for any and all publications of TFALL, in particular those specified in Section 7. TFALL is in particular solely responsible for ensuring that the publications of TFALL will neither violate any statutory provisions nor breach any rights of third parties. The same applies with regard to the publications of Network partners. TFALL will release Deutsche Post and/or the affiliated company concerned upon first written request from any claims by third parties asserted against Deutsche Post and/or the affiliated company in relation to publications of TFALL and/or Network Partners and compensate Deutsche Post and/or the affiliated company for any resulting losses including the necessary costs of legal action.

7.8 Deutsche Post recognizes that TFALL is a charitable organization and is prohibited from engaging in certain activities that would put in jeopardy its tax-exempt status under U.S. law. Accordingly, Deutsche Post shall not use the logos or communications and advertising materials described in this Section 7 of the Cooperation Agreement in any way that, in the opinion of TFALL, would be inconsistent with its status as a charitable organizations under U.S. law, and will immediately cease to use any such logos or communications and advertising materials upon receipt of a written notice from TFALL that references the requirements of this Section 7.8.

All permissions may also be given per e-mail. TFALL will not unreasonably withhold its permission and will endeavor to communicate its permission or refusal within 3 days of receipt of such material. If such permission is not received within this period, then permission shall be deemed to have been given. TFALL shall be required to give reasons in the event of any refusals hereunder.

Section 8 Payment

8.1 The payment of the financial contributions will be made upon receipt of the respective annual invoice by January 31st of the appropriate year in respect of the financial contribution described in Section 2.2 and by March 31st of the appropriate year in respect of the financial contributions described in Section 2.6 (30.000 € per Network Partner listed in the Network Partner List).

8.2 With respect to the Network Partner in Germany (Teach first Deutschland) Deutsche Post has agreed to make payments directly to Teach First Deutschland. The account details are:

Deutsche Bank Berlin
BLZ: 100 701 24
Kontonummer 1119114
IBAN: DE38100701240111911400
BIC/SWIFT: DEUTDEDB101

TFALL will provide Deutsche Post with the same activity reports and other information about Teach First Deutschland that TFALL is required to provide Deutsche Post for any other Network Partner.

- 8.3 The financial contributions to TFALL as described in Section 2.2 and 2.6 (30.000 € per Network Partner listed in the Network Partner List) will be paid directly to TFALL. The account details are

Teach For All, Inc. (25 Broadway, New York, NY 10004, USA)

Account Name: Teach For All, Inc.

Bank Name/Address: Wells Fargo Bank, N.A. London, 1 Plantation Place, 30 Fenchurch Street, London, EC3M 3BD, UK

Account #: 880 011 15

SWIFT: PNB PGB2 L

IBAN: GB75 PNB 1656 7188 0011 15

CHAPS Sort Code: 16-56-71

- 8.4 Deutsche Post is entitled to assign a member of the consulting professions bound by professional secrecy (lawyers, tax consultants, auditors) to the task of verifying the contractual use of the financial contributions by TFALL and the Network Partners for the purposes specified by viewing the relevant documents – in particular accounting documents. By concluding appropriate agreements with the Network Partners, TFALL will ensure that Deutsche Post will be able to exercise its aforementioned rights vis-à-vis the Network Partners.
- 8.5 The Parties assume that the financial contributions to be provided by Deutsche Post are not subject to value-added tax. Insofar as the financial contributions made by Deutsche Post are, contrary to expectations, subject to VAT the Parties agree that the contributions specified in this Agreement are to be regarded as gross contributions.

Section 9 Liability

Unless stipulated otherwise in this Agreement, the liability of the Parties shall be limited to deliberate intent and gross negligence.

Section 10 Data protection

The Parties will abide by the relevant statutory data protection provisions and any other data protection requirements applicable to them. TFALL must ensure that Network partners will also abide by any statutory data protection provisions and any other data protection requirements. The Parties will inform each other without delay of any incidents, faults or irregularities which are relevant to data protection provisions or if suspicions of an infringement of data protection provisions arise.

Section 11 Confidentiality

- 11.1 The Parties undertake to maintain strict secrecy in respect of trade and business secrets and other technical or business information of and concerning the other Party which become known to them in the course of performance of this Agreement and to bind their employees and agents similarly to secrecy and to use information which needs to be kept secret for no other purpose than in connection with the performance of this Agreement.
- 11.2 The secrecy obligation does not apply to information
- a) which is already demonstrably known at the time of conveyance;
 - b) whose use or conveyance has been expressly and in writing agreed to by the affected Party;
 - c) whose transfer is necessary for the fulfillment of obligations under this Agreement; or
 - d) whose conveyance is compulsory by law or official order.
- 11.3 The secrecy obligation will remain in effect even after the end or rescission of this Agreement.

Section 12 Term and termination

- 12.1 This Agreement will enter into force when signed by both Parties on January 1, 2019, regardless of the date of signing, and will end – without the need for termination – on December 31, 2020. Deutsche Post shall be entitled at any time to terminate the Agreement effective by the end of any calendar year without giving reasons upon three month given notice. The cooperation Agreement between the Parties entered into force on September 1, 2016 will be cancelled with effect from 31.12.2018. The validity of the Agreement between Deutsche Post AG and Teach for Lebanon dated August 6, 2018 remains unaffected.

12.2 The right of the Parties to terminate the Agreement for good cause will be unaffected. There shall be good cause for termination without notice in particular where

- essential obligations under this Agreement are breached by a Party and the breach continues despite written warning even after a period of 14 days;
- insolvency proceedings have been initiated in relation to either Party's assets or their initiation rejected due to lack of assets.

Deutsche Post is also entitled to terminate the Agreement without notice

- in the event that the conduct of TFALL, a Network Partner, employees of TFALL and/or employees of a Network Partner, conflicts with public opinion and morals so that it is harmful to the reputation of Deutsche Post and/or an affiliated company;
- in the event that TFALL loses its charitable status;
- in the event that TFALL and/or a Network Partner specified in this Agreement uses the financial contributions of Deutsche Post contrary to the contractually agreed purpose of use.

12.3 Terminations of the Agreement must always be made in writing.

Section 13 Final provisions

13.1 Subsidiary verbal agreements to this Agreement have not been made. Amendments or additions to this Agreement require the written form, duly signed by both parties, in order to be legally effective. This also applies for any changes to the written form requirement.

13.2 Deutsche Post is entitled to transfer this Agreement, wholly or in part, to its affiliated companies pursuant to Sections 15 ff. AktG.

13.3 In the event of ineffectiveness of one or more provisions of this Agreement, the remainder of the Agreement will not be affected by this. If this is the case the Parties will agree on a legally effective provision that most closely approximates to the economic purpose of the ineffective provision in order to replace it. The same shall apply to any loopholes.

13.4 This Agreement and its terms shall be construed according to German law. If the English legal meaning differs from the German

legal meaning of this Agreement and its terms, the German meaning shall prevail.

- 13.5 The exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement will be Bonn.

Annexes

Annex 1 Breakdown Contributions

Annex 2 Sample of Annual and Monthly Report

Annex 3 Logos of TFALL/national TFALL organizations

Annex 4 Requirements for advertising materials

Annex 5 Deutsche Post Logo

Teach For All, Inc.

Name: Wendy Koop

Title: CEO and Co-founder Teach For All

Date: _____

Signature: _____

Teach For All Inc.

Name: Dan Obus

Title: Vice President of Finance,
Technology, and Administration

Date: _____

Signature: _____

DEUTSCHE POST AG

Name: Jill Meiburg

Title: Senior Vice President
Communications and Responsibility
Strategy & Channel Management

Date: _____

Signature: _____

DEUTSCHE POST AG

Name: Ralf Dürrwang

Title: Vice President Corporate
Citizenship

Date: _____

Signature: _____