

WINGS FOR GROWTH

Policy Manual

As Approved by the Board on 3/25/2020

WINGS for Growth, Inc.

Applicability:

This Policy Manual applies to all “affiliates” of WINGS for Growth Inc. (“WINGS” or “Wings”).

“Affiliate” is defined as any person, entity, company, body or agency having dealings with WINGS, including but not limited to board members, advisory council members, volunteers of any kind, employees, vendors, subcontractors, partners, clients, constituents, mentors, and mentees.

All affiliates, by receipt of this Policy Manual, and by acknowledgement of the same, agree to be bound by the policies set forth herein.

WINGS reserves all rights to edit, revise, and/or dispense any of the included policies as it sees fit, so long as said edits, revisions, and/or dispenses further the mission of WINGS.

Failure by WINGS to strictly enforce any of these policies shall not be construed as negligence, and does not constitute waiver of any of WINGS’ rights in law or equity.

Any questions or concerns about this Policy Manual, or the policies set forth herein, should be directed to either the Board of Directors and/or the Executive Director of WINGS.

Non-Disclosure:

Confidentiality is critical to participation in WINGS for Growth.

Affiliates may be given access to use, view and/or contribute to confidential and/or proprietary information to the extent necessary in order to perform certain duties or functions with/for WINGS for Growth Inc.

At no time, either during or subsequent to participation with WINGS for Growth Inc., shall any person make unauthorized disclosures or unauthorized use of any information that is considered to be proprietary or confidential by WINGS for Growth Inc.

Proprietary information includes, but is not limited to, all information, data, reports, analyses, processes, know-how, designs, plans, marketing data, business plans and strategies, negotiations and contracts, research, and volunteer, donor or vendor lists, compilations, trade secrets, and confidential information, whether in written, oral or electronic form.

Confidential information includes, but is not limited to, any personal information of any WINGS for Growth Inc., employee, volunteer, vendor, subcontractor, agency partner, mentor, mentee, or donor, whether in written, oral or electronic form.

All employment records and information relating to WINGS for Growth Inc., or its employees, volunteers, subcontractors, agency partners, and donors are confidential. All affiliates shall treat all matters accordingly. This includes any information protected under any applicable state or federal privacy law.

Affiliates shall not disclose any confidential information, purposefully or inadvertently (through casual conversation), to any unauthorized person or entity inside or outside WINGS for Growth Inc. All materials given to affiliates by WINGS are under copyright and may not be reproduced in any way unless written permission is granted.

If affiliates are unsure about the confidential nature of specific information, or whether specific information may be protected under state or federal law, they shall ask the WINGS for Growth Inc. staff member and/or officer supervising said person's actions as a project for clarification. Written approval may be required by an officer of Wings for Growth Inc. before disclosing the information.

All confidential and proprietary information will remain the sole and exclusive property of WINGS of Growth Inc., and no copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any



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disclosure hereunder, except for the right to use such information in accordance with written agreement.

Proprietary information and trade secrets are created at substantial cost and expense to WINGS for Growth Inc. Unauthorized use or disclosure of confidential or proprietary information would cause irreparable economic and other injury to WINGS for Growth Inc.

Breach of these confidentiality requirements shall result in immediate termination and/or separation from WINGS and may subject the breaching person to sanctions, penalties, and other remedies available under law or equity.

Upon ceasing of participation with WINGS for Growth Inc., all affiliates shall return all WINGS for Growth Inc. related information, property, propriety and information to WINGS, including without limitation documents, files, records, manuals, information stored on but not limited to personal computers, mobile devices, memory cards, and storage drives.

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NON-DISCRIMINATION:

WINGS rejects and condemns all discrimination of any kind. That includes, but is not limited to, discrimination based on age, race, religion (or creed), gender, gender identity, national origin or ancestry, sexual orientation, disability, military status, and/or political affiliation.

All affiliates are expected: a) to join WINGS in its rejection and condemnation of discrimination of any kind; and b) to act accordingly.

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CONSENT TO USE OF LIKENESS AND PUBLICITY:

All affiliates hereby agree to permit WINGS for Growth to use their name, image, likeness, voice and other information for public distribution.

Affiliates specifically authorize Wings to collect pictures, video recordings, audio recordings, and other information about affiliates.

Affiliates also authorize Wings to copy, reproduce, exhibit, display, publish, print, disseminate, and distribute affiliate's name, image, likeness, voice and other information through various public channels, whether in print or electronic form, including but not limited to, the general press, news and media outlets, the internet, social media and other forms.

Affiliates grant this authorization voluntarily, and will seek no payment, compensation, or any other consideration in exchange.

Affiliates further understand that:

- Their name, image, likeness, voice, and other information shall be used only for education and WINGS' not-for-profit purposes.
- WINGS shall not release affiliate's information for any for profit or commercial use without affiliate's express permission.
- Any proceeds that result from the use of affiliate's name, image, likeness, voice, or other information shall be used to support WINGS and its mission.
- Furthermore, affiliates grant permission to WINGS for Growth Inc. to use images including the display, distributions, publications, transmissions or otherwise use of photographs, images and/or videos taken for use in materials that include, but may not be limited to, printed materials such as brochures, newsletters, videos and digital images used on WINGS for Growth website and social media pages such as Facebook, LinkedIn, Twitter, Instagram and WINGS for Growth fundraising events.

Affiliates understand that their consent is continuous, and shall terminate only upon affiliate providing written notice to WINGS of affiliate's intent to end its otherwise continuing authorization.

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CONFLICTS OF INTEREST:

A “conflict of interest” exists when an affiliate’s interests interferes in any way with the interests of WINGS for Growth, or when an affiliate undertakes dual roles for WINGS in conflicting positions.

A conflict situation can arise when an affiliate takes actions or has interests that may make it difficult to perform its work for WINGS objectively and efficiently. Conflicts of interest may also arise when an affiliate receives improper personal, economic, or other benefits as a result of its position in, or relation to, WINGS.

Conflicts of interest are prohibited, except under written guidelines approved by the Board of Directors.

Affiliates agree to conduct themselves in manners to avoid conflicts of interest.

Affiliates bear the burden to disclose to WINGS any facts, circumstances, relationships, or other affiliations that may conflict with the interests of WINGS.

Conflicts of interest may not always be clear-cut, so any questions or doubts as to whether a conflict of interest exists should be brought immediately to the Board of Directors of WINGS.

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CODE OF CONDUCT:

WINGS for Growth expects all affiliates to adhere to its Code of Conduct.

To that end, each affiliate shall:

- Exercise civility and cordiality.
- Be truthful in communications.
- Act with integrity.
- Respect the thoughts, opinions, views, and/or expressions of others.
- Perform duties responsibly and diligently.
- Support WINGS' mission
- Abide by all applicable state and federal laws.
- Refrain from perpetrating, participating in, or engaging in, harassment or discrimination of any kind.
- Avoid appearances of impropriety.
- Avoid conflicts of interest and, if unavoidable, disclose them (refer to agreement pertaining to "Conflicts of Interest")

Affiliates also agree and understand that, should any affiliate ever engage in any conduct that jeopardizes WINGS' mission, or that brings ill-repute upon WINGS, that affiliate shall instantly be separated and/or terminated from its relationship with WINGS.

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NON-COMPETE:

All affiliates agree that, during their time of affiliation with WINGS, and for a period of twelve (12) months thereafter, no affiliate shall compete in any way, manner, shape, or form with WINGS.

“Competing with WINGS” is defined as:

Wrongly benefiting economically, directly or indirectly, soliciting, diverting, receiving, and/or interfering with the operations or affiliates of WINGS.

Enticing, or attempting to entice, any person, agency, vendor, donor, or entity away from WINGS.

Employing, attempting to employ, calling upon, or any other form of interfering with employees of WINGS.

Using confidential and/or proprietary information for any purpose other than supporting WINGS.

Soliciting, or attempting to solicit, any WINGS volunteer, participant, donor, client, or affiliate for purposes other than WINGS's operation.

Jeopardizing WINGS' funding, standing or influence among its current or potential affiliates or donors, past, present, or future.

Any other act that undermines WINGS and/or its current or potential affiliates or donors, past, present, or future.

Any affiliate who violates this non-compete covenant shall be responsible for all damages, real or perceived, to WINGS, including but not limited to any legal or other professional fees incurred to stop and/or fight any affiliate's violations, as well as the expenses of any and all measures necessary to repair any relationships, operations, or other valuables jeopardized. Affiliates specifically agree and understand that damages need not be economic or quantifiable, and that any violation of this non-compete covenant shall be viewed by any court, arbitrator, agency, and/or other governing body as creating *per se*, non-refutable and irreparable damages to WINGS. As such, upon violation, WINGS shall be entitled to an immediate injunction, as well as all other remedies under the law and equity.

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WAIVER AND RELEASE OF LIABILITY:

Affiliates assume all risks of participating in all activities associated with WINGS, including by way of example and not limited to, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault as a result of actions pertaining to other affiliates.

Affiliates acknowledge that this Release of Liability will be used by WINGS, in the event that Affiliate alleges risk, harm, danger, or damages resulting from participation with WINGS.

In consideration of Affiliates' participation and/or affiliation with WINGS, Affiliates hereby take action for themselves, their executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) AFFILIATE WAIVES, RELEASES, AND DISCHARGES WINGS (and all of its affiliates, directors, officers, employees, volunteers, representatives, agents, activity holders, sponsors, vendors, etc.) from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for Affiliate's death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to Affiliate including during travel to and from any WINGS' activity, meeting, and/or event.

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities, agencies or persons mentioned in this paragraph for any and all liabilities or claims made as a result of participation with WINGS, whether caused by the negligence of WINGS, its Affiliates, or otherwise.

Affiliates further acknowledge that WINGS is NOT responsible for the errors, omissions, acts, or failures to act of any other Affiliate, party, or entity participating in any WINGS activity.

This Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.