



CONTRACT FOR SERVICES STANDARD TERMS AND CONDITIONS

1. Independent Contractor; Taxes; Benefits

The parties intend an independent contractor-client relationship, not employment, partnership, joint venture, or agency. Contractor controls the manner of performance, may work for others, and is responsible for its personnel, payroll, taxes, filings, permits, equipment, expenses, and benefits in compliance with Applicable Laws. Contractor has no right, power, or authority by virtue of this Contract to create any obligation, express or implied, on behalf of TNC. Contractor and its personnel are not eligible for TNC-sponsored benefits. TNC may report payments as required by law.

2. Liability; Indemnification

Contractor acknowledges and agrees that it is performing the Services entirely at its own risk, and agrees to indemnify, release, defend, and hold harmless TNC and its directors, officers, employees, and agents from and against any and all liabilities, demands, damages, claims, losses, costs, or expenses, including reasonable attorneys' fees and costs (collectively, "Claims"), to the extent that they arise out of or result, directly or indirectly, from the negligence, misconduct, breach of warranty, representation, or covenant, or any act or omission by Contractor or any of its employees or agents (including any permitted subcontractors) in performing the Services; except to the extent caused by TNC's sole negligence, gross negligence, or willful misconduct.

3. Intellectual Property

Contractor retains intellectual property owned before the Contract or created outside its scope. Unless Exhibit A expressly states otherwise, TNC owns all works, deliverables, inventions, reports, data, designs, software, photographs, and other

materials created specifically under this Contract ("Works"). Copyrightable Works are works made for hire to the extent permitted by law; otherwise Contractor assigns all right, title, and interest in all Works in all media (whether now known or later developed) worldwide and in perpetuity to TNC. Contractor grants any license in pre-existing materials necessary for TNC to use the Works fully and warrants that the Works do not infringe third-party rights.

4. TNC Name and Logo

Unless expressly authorized in writing, Contractor may not use TNC's name, logo, trademarks, or other brand assets, except to deliver invoices or notices to TNC or to make a written acknowledgement specifically approved by TNC. Any approval is limited to the authorized use and may be revoked.

5. Confidential Information; Data Privacy

Contractor may use TNC Confidential Information only to perform the Services, may disclose it only to personnel with a need to know who are bound by protective obligations, and shall use appropriate safeguards. "Confidential Information" includes nonpublic information disclosed by or for TNC that is identified as confidential or reasonably should be understood as confidential, including data, personal data, donor information, plans, research, technology, code, trade secrets, and operational information. Contractor shall promptly report unauthorized access, use, or disclosure and cooperate in mitigation. The parties do not currently anticipate sharing, using, collecting, accessing, or otherwise processing any personal data, except for limited business contact information of each parties' employees exchanged in the course of routine business communications. Contractor shall comply with applicable privacy laws and use appropriate technical and organizational safeguards. Contractor **shall not collect, access, use, share, or otherwise** process other personal data for the Services without TNC's prior written approval, completion of required security and privacy review, and execution of applicable data terms.

6. Artificial Intelligence

“AI Technology” means generative artificial intelligence, machine learning, large language models, and software incorporating them. Contractor may use approved enterprise AI Technology only as expressly permitted by this Contract. Contractor shall not use TNC Confidential Information or TNC data to train, validate, improve, or modify AI Technology, or for the benefit of any person other than TNC, except as specifically authorized in writing. Contractor remains responsible for all outputs and shall apply qualified human review. Contractor shall not include AI-dependent content in a deliverable unless disclosed in Exhibit A and approved by TNC.

7. Compliance with Laws and Safeguards

Contractor represents, warrants and agrees that (i) Contractor can lawfully work in the United States, (ii) Contractor has or will obtain at its expense any required permits or licenses to perform the Services, and (iii) Contractor shall comply with all applicable laws, permits, sanctions, anti-money-laundering, counterterrorism, anti-bribery, anti-corruption, human-rights, nondiscrimination, accessibility, labor, executive orders and environmental requirements (“Applicable Laws”) that may apply to the Services. Contractor shall not offer, pay, solicit, or accept a bribe or kickback; transact with prohibited persons; use workers below legally permissible ages or under age sixteen; or take action that would cause TNC to violate law. Contractor shall notify TNC promptly if any representation changes and TNC may terminate this Contract effective immediately upon written notice to Contractor, with no further obligation by TNC under this Contract, including payment and may pursue all available remedies under Applicable Laws.

8. Conflict of Interest

Contractor represents that information furnished in TNC’s Conflict Inquiry Form is accurate and shall promptly disclose any change.

9. Notices

Notices must be in writing and delivered personally, by certified mail, by nationally

recognized tracked next-day delivery, or by email to the contacts identified in the short form. Delivery occurs when personally delivered; three business days after mailing; the next business day after tracked next-day dispatch; or the next business day after email transmission, respectively.

10. Governing Law; Forum

This Contract is governed by the law of the state where the TNC Business Unit identified in the short form is located, excluding choice-of-law rules. Litigation concerning this Contract shall be brought in that state.

11. Force Majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control that make performance illegal, commercially impracticable, unsafe, or inadvisable. The affected party shall notify the other promptly and use reasonable efforts to mitigate. Either party may terminate if the event materially frustrates performance. TNC shall pay only for accepted Services already received, and Contractor shall return unearned prepayments within thirty (30) days.

12. General

No waiver is effective unless in writing, and delay in exercising a right is not a waiver. Invalid provisions shall be severed without affecting the remainder. If multiple persons or entities are Contractor, their obligations are joint and several. Contractor is expected to act consistently with [TNC’s Code of Conduct](#). Concerns may be reported through the [TNC Helpline](#), anonymously if desired. Contractor represents that its signatory is authorized. Rights and remedies are cumulative.

13. Survival

Sections concerning liability and indemnification, intellectual property, confidentiality, data privacy, AI restrictions, governing law, and any provisions that by their nature should survive will survive expiration or termination.