## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on November 3, 2021 (the "Effective Date"), by and between Natural Born Champions Inc located at 1312 Guilford Ave, Baltimore, Maryland 21202 (the "First Party"), and located at , , (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

### 1. MISSION

The partnership on which the Parties are intending to collaborate, has the following intended mission in mind:

Natural Born Champions Inc. mission is to provide direct extracurricular and professional enrichment services to underserved youth, educators, and communities in Baltimore, Maryland.

#### 2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the partnership.

## 3. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for Extracurricular, educational, and professional enrichment services to the underserved youth., and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

## 4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the partnership contemplated herein for any reason or no reason. A binding commitment with respect to the partnership described herein will result only from execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the partnership.

Natural Born Champions Inc shall render and provide the following services that include, but are not limited to:

Space & Facility Usage (if applicable) Equipment (including school and sports equipment) Apparel & Footwear Mentorship Holistic Therapy (if applicable) Parent & Teacher Workshops (if applicable)

Transportation

Youth Care (before & after care, summer camp, tutoring, college prep, trade certification, resume building)

Entrepreneurship

Mentorship/Apprenticeship

shall render and provide the following services that include, but are not limited to:

Professional or Educational Services Space & Facility Usage (if applicable)

### 5. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of 1 year from the Effective Date and maybe extended upon written mutual agreement of both Parties.

## 6. CONFIDENTIALITY

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that

such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

## 7. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

# 8. <u>LIMITATION OF LIABILITY</u>

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

## 9. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

#### 10. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Maryland.

# 11. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Natural Born Champions Inc and and shall be effective as of the date first written above.

(First Party Signature) Natural Born Champions Inc 1312 Guilford Ave Baltimore, 21202	(Date)
(Second Party Signature)	(Date)

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