

CONFIDENTIAL

McKinsey.org Ability to Execute (A2E) Preview Workshop Participation Agreement

This participation agreement (the “Agreement”) governs the terms of participation in the McKinsey.org Ability to Execute (A2E) Preview workshop (the “Program”) through McKinsey Academy. This Agreement is an agreement between McKinsey & Company, Inc. (“McKinsey”) and the legal entity (along with such entity’s affiliates) (the “Sponsoring Organization”) that executes this Agreement.

A. DESCRIPTION OF MCKINSEY ACADEMY

We believe an organization’s capabilities are what defines their ability to deliver against their mission today and in the future, as organizations chart their path to the next normal. Our research shows that organizations that focus on engaging a critical mass of their workforce in capability are three times more likely to succeed in a change effort.

We created McKinsey Academy to help organizations build capabilities at scale to drive transformational change. We focus on building capabilities that enable strong leadership teams, enterprise-wide transformations, and performance improvements in functional topics such as digital, agile, sales, and operations. Our programs and approach help clients build capabilities across the entire organization from the top team to middle management to front-line employees. Our deep understanding of our clients' mission, values, and organizational contexts also means we can partner with them to deliver capability building programs that directly tie to drivers of impact and support their broader transformation efforts.

Our programs focus on sustaining transformational change. We do this by building capabilities and changing day-to-day mindsets and behaviors through a broad range of techniques including digital and virtual programs, as well as expert coaching.

B. WORKSHOP DETAILS

McKinsey will facilitate a “mini” A2E for Nonprofits capability-building workshop on May 16, 2025, designed to help nonprofits empower employees with essential skills for better execution covering three essential skills of execution: prioritization, effective meetings, and energy management. The workshop will be provided to participants who come from different nonprofit organizations.

This is a multi-organization program. During this Program, Sponsoring Organization employees will be organized into small groups for discussion. Such discussion groups may be comprised of employees from multiple nonprofit organizations, and they should not share any confidential or proprietary information concerning their organization or otherwise.

Please ensure all participants are aware of and committed to the Program’s requirements. Participants are expected to complete the workshop as specified, with a time requirement of about 3.5 hours on the day of the workshop.

C. FEES AND INVOICES

There is no fee to participate in the Program. The Sponsoring Organization agrees that it will not, without McKinsey’s prior written permission, disclose the terms of this Agreement to any third parties.

E. TERMS OF PARTICIPATION

1. Intellectual Property and Confidentiality.

- a. McKinsey retains ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of or in connection with the Program, including but not limited to any McKinsey Academy materials shared or provided to you in connection with the Program (the “McKinsey Tools”).
- b. McKinsey hereby grants the Sponsoring Organization a non-exclusive, non-transferable, non-sublicenseable, worldwide, royalty-free license to use the McKinsey Tools solely as part of the Program and subject to the limitations herein on disclosure of McKinsey materials and publicity.
- c. Confidentiality of McKinsey Academy Materials. Sponsoring Organization agrees that it will not disclose or make available any McKinsey Tools to any third party without McKinsey’s prior written consent.

2. Use of Name and Publicity. To accelerate sustainable inclusive growth, we look forward to working with you to communicate our impact and experience together. The ways in which we agree to communicate and amplify our impact is provided below:

- a. Use of Name and Publicity by Sponsoring Organization. To enable the Sponsoring Organization’s communications about its participation in the Program, McKinsey will provide you with full instructions on how to publicly share your participation in the Program, including how to accurately describe you and your employees’ participation in the Program. You agree that you and your employees’ public use of McKinsey’s name or reference to the Program will be subject to those instructions. Use of McKinsey’s name or reference to the Program outside of those instructions require McKinsey’s prior written permission. For clarity, any use of McKinsey’s logos requires McKinsey’s prior written permission.
- b. Use of Name and Publicity by McKinsey.
 1. To enable McKinsey to communicate Sponsoring Organization’s participation in the Program and to describe our impact, Sponsoring Organization consents to McKinsey’s internal and external use (e.g., in discussions between McKinsey and its existing or prospective sponsoring organizations; in internal presentations, trainings, reports, and related informational materials and communications; on our website and social media channels; and in related public-facing communications, reports, publications, and other informational materials) of the following: (i) Sponsoring Organization’s name, logos, and trademarks, and (ii) written, visual, and audio-visual materials produced by or on behalf of McKinsey depicting Sponsoring Organization’s executives, team members, or program participants.
 2. Sponsoring Organization agrees to serve as a reference to existing or prospective sponsoring organizations for McKinsey, including disclosing to such sponsoring organizations that you are a current or past participant in McKinsey.org programs. In serving as a reference, we may ask that you participate in calls, emails or video conferences with McKinsey and its existing and prospective sponsoring organizations, to the extent you are comfortable.
- c. Additional Permissions Required. Other than as set forth in this Agreement, each party agrees not to use the other party’s name or trademarks in any communication with any third party without the other party’s prior written permission.

3. Participant Requirements. Except as otherwise agreed by McKinsey in writing, all participants may include full-time and part-time employees of Sponsoring Organization, on the condition that such participants are subject to confidentiality, nondisclosure, and nonuse obligations with the Sponsoring Organization that are consistent with this Agreement thereby prohibiting said participants from using or sharing any McKinsey Tools, including but not limited to McKinsey Academy materials or any other information provided to the participants under this Program, outside the Sponsoring Organization or with any third parties. Sponsoring Organization agrees that it will be responsible for any misuse of the McKinsey Tools by Sponsoring Organization's employees (whether full-time or part-time employees), independent contractors, affiliates, and agents.

4. Data Security

- a. Without limiting the foregoing, if McKinsey processes Sponsoring Organization-owned or controlled data as part of the Program in the interest and on behalf of the Sponsoring Organization which relates to an identified or identifiable person, ("Personal Data"), McKinsey shall (i) only process such Personal Data, including-transferring it to or allowing access by McKinsey's sub-processors to the extent necessary to perform its obligations as set forth in this Agreement and the McKinsey Information Security Program Overview available at https://solutions.mckinsey.com/msd/information_security_overview.pdf (the "Information Security Overview"), as otherwise authorized in writing by the Sponsoring Organization, or as required by applicable law, (ii) implement appropriate technical and organizational measures to protect such personal data as set forth in the Information Security Overview, (iii) promptly notify the Sponsoring Organization of any actual incident in which the confidentiality, integrity or security of the Personal Data has been compromised, or of any request received by a data subject with regards to the Personal Data, and (iv) collaborate with the Sponsoring Organization as required by applicable law, as set out in Appendix I (if applicable), or the Sponsoring Organization's request to document the Personal Data, data subjects and processing activities related to the Program, including as part of an applicable Proposal. For the avoidance of doubt, McKinsey will not i) sell or share Personal Data; ii) attempt to identify or reidentify individuals in data sets containing deidentified Personal Data, and iii) combine Personal Data it receives from or on behalf of the Sponsoring Organization with personal data it receives from or on behalf of another party or person, except for any purposes permitted by law or after such personal data has been anonymized, aggregated or other deidentified for use for research, data analysis, and statistical purposes, including to benchmark and identify insights. McKinsey will notify the Sponsoring Organization if it can no longer meet its obligations under any applicable law.
- b. With respect to transfers of personal data from the Sponsoring Organization to McKinsey, where required by law to ensure an adequate level of data protection, the Parties agree that such standard contractual clauses as applicable to the respective transfer and to McKinsey's Services and as available at <https://solutions.mckinsey.com/msd/sccs.pdf> shall be deemed automatically incorporated into this agreement and binding upon the parties hereto, including their affiliates, unless an alternate data transfer arrangement authorized by applicable law is agreed by the parties. McKinsey will comply with the Sponsoring Organization's reasonable requests to furnish information regarding McKinsey's processing activities as is reasonably necessary to enable the Sponsoring Organization to verify that McKinsey is complying with its obligations under this agreement, including by making its Director of IT Security or person of comparable knowledge and position available to

provide information about the Information Security Overview and McKinsey's processing in connection with the Program and the foregoing shall apply in full satisfaction of any Client audit or inspection rights of McKinsey, but shall not limit or restrict the ability of any legal or regulatory authority to conduct such audit or inspection pursuant to applicable law.

- c. McKinsey may act as a controller based on its legitimate business interest in improving the Program based on voluntary participant feedback through surveys after the end of the Program. We may request participant information from you, including your employees' names and email addresses for the purposes conducting the survey. We will use this survey data for reporting on sanitized or aggregate trends and metrics without attribution to you or your employees, or any other participating nonprofit organization as further set forth in the survey notice.
- d. You also represent and warrant that you have obtained all necessary consents from and made all necessary disclosures to the individuals about whom participant information will be collected and disclosed and that such collection and disclosure will not violate any law or rights of any person or third party, and you agree to indemnify McKinsey from any claim arising in connection with such collection or disclosure.
- e. McKinsey keeps personal data only as long as necessary for the business purpose(s) for which it was collected to meet our legal or contractual obligations and in compliance with McKinsey's data retention policy. McKinsey will retain the data for as long as it is needed to perform legal, regulatory, or post-contractual obligations, including McKinsey's legal, regulatory, and documented professional archival obligations, or any disputes or litigation procedure, and will delete the personal data in accordance with McKinsey's retention schedule. We will securely delete your personal data promptly after the purposes described above cease to apply in accordance with the prevailing market practice for such destruction.

5. Further acknowledgements.

- a. The Program will include participants from other organizations, in addition to you. The Program is not exclusive to you. You further acknowledge and agree that the Program is not a consulting engagement between McKinsey and you; that we are not acting as a consultant to you; that you are not a client of ours for purposes of the Program; and that both we and our personnel may have served, may currently be serving, or may in the future serve any of the other participants in the Program, or any other company, on any matters, and that this does not constitute a conflict of interest.
- b. You acknowledge that the McKinsey Tools and related Program information provided to you do not constitute targeted recommendations or professional, investment, legal, tax, accounting or other regulated advice. McKinsey does not supplant your management or other decision-making bodies and does not guarantee results. You remain solely responsible for your decisions, actions, use of the McKinsey Academy materials and any other information or materials provided by McKinsey, and compliance with applicable laws, rules and regulations.
- c. You agree to hold us harmless from any damages or losses that we suffer in connection with a legal, regulatory, administrative or other proceeding resulting from your participation in the Program, except to the extent that the same is the result of our breach of the terms of this Agreement and that McKinsey shall have no liability to you, or any party claiming through you, in connection with the Program or pursuant to this Agreement except in the event of our gross negligence or willful misconduct. In no

event will either of us be liable to the other for any lost profits or other indirect, consequential, incidental, punitive or special damages.

- d. In performing this Agreement, each party agrees to comply with applicable sanctions, antiboycott, export control, and import control laws, including the laws of the jurisdiction(s) in which the work is to be performed, the United States, the European Union, EU Member States, and the United Kingdom (collectively, “Trade Control Laws”). Neither party shall cause the other to violate Trade Control Laws, to become targeted by secondary sanctions, or to be penalized under Trade Control Laws. Neither party, nor any of its respective directors, officers, or affiliates, is a Restricted Party, defined as being:
- I. identified on a restricted party list under Trade Control Laws;
 - II. owned 50 percent or more – individually or in the aggregate, directly or indirectly – or controlled by, or acting on behalf of, one or more persons or entities identified on such a restricted party list;
 - III. owned or controlled by, or acting on behalf of, the Government of Venezuela;
 - IV. organized under the laws of, ordinarily resident in, located in, or acting on behalf of Russia or any comprehensively sanctioned jurisdiction, currently Crimea, Donetsk, Kherson, Luhansk, and Zaporizhzhia regions; Cuba; Iran; North Korea; and Syria (“Restricted Jurisdiction”).

Each party agrees to promptly inform the other in writing if it or any of its directors, officers, or affiliates becomes a Restricted Party. You will not use anything received from McKinsey – such as services, surveys, equipment, software, technology, or information (“Items”) – in connection with a Restricted Jurisdiction, or provide such Items, directly or indirectly, to a Restricted Party. Participant will not provide to McKinsey any Items for which government authorization is required for import, export, reexport, or transfer without explaining to McKinsey what authorization(s) is/are required and obtaining McKinsey’s prior written consent.

6. **General provisions.** This agreement constitutes the entire agreement between you and McKinsey with respect to the Program. This agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles and shall inure to the benefit of and be binding on the successors and assigns of each party to the agreement. This agreement may be terminated by either party at any time, provided that the terms of this agreement, including the rights and obligations with respect to the use and protection of personal data, shall survive such termination. Neither party may assign its rights or obligations under this agreement to any person or entity without the written consent of the other party, not to be unreasonably withheld, provided, however, that either party may assign its rights and obligations under this Agreement to its affiliates upon reasonable written notice to the other party but without the written consent of the other party. Assignment shall not relieve either party of its obligations hereunder. McKinsey is an independent contractor and not your agent or fiduciary. Rights and remedies provided in this agreement are cumulative and not exclusive of any right or remedy provided at law or in equity. You represent and warrant that the person signing this agreement is your authorized signatory; no further approvals, actions or ratifications are needed for the full enforceability of this agreement against you; and that you will indemnify and hold us harmless against any breach of the foregoing representation and warranty.