



Life All-Stars
P.O. Box 19453
Sugar Land, TX 77496
LifeAllStars@outlook.com
Federal EIN (Tax ID): 93-1918547

Participant Information:

Name:
First Name Middle Name Last Name

Date of Birth:
Month: MM Day: DD Year: YYYY

Home Address:
Address

PO Box

City County Zip Code

School:

2025 LIFE ALL-STARS NON-PROFIT PARTICIPANT AGREEMENT:

This Participant Agreement (the "Agreement") is entered into on the date signed below by the Parent/Guardian (hereinafter referred to as the "Guardian") on behalf of the minor child who is the beneficiary of this agreement (hereinafter referred to as the "Participant") and Life All-Stars Inc., a 501(c)(3) non-profit organization incorporated in the state of Texas (hereinafter referred to as "All-Stars").

WHEREAS, "All-Stars" presents age-appropriate FDIC Money Smart financial education curriculum to disadvantaged youth in Fort Bend, Texas, with the mission of enhancing the Participants' financial literacy, financial standing through gifts and compounding growth over time, and establishing a trusted and knowledgeable network.

WHEREAS, the Guardian is the legal guardian of a Participant named above, who is committed to participating in "All-Stars" K-12 financial literacy program (hereinafter referred to as the "LIFE Program").

WHEREAS, The "All-Stars" will establish a numbered Vanguard Corporate Brokerage Account owned by The "All-Stars" (hereinafter referred to as the "Account") to track and provide an audit trail of all funds deposited, dividends received, interest accrued, and shares purchased. The "Account" is established for the future benefit of the Participant, but the accumulated funds in the Account are not the property of the Participant in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties agree as follows:

1. "LIFE Program" Participation

- a. Only residents of Fort Bend County can participate in the "LIFE Program" at this time.
- b. By signing this agreement, the Guardian represents that the Participant is a disadvantaged youth and is eligible for Free or Reduced-Price Lunch as determined by the TEA 2024-2025 Income Eligibility Guidelines. (<https://tea.texas.gov/finance-and-grants/financial-compliance/2024-2025-child-nutrition-programs-income-eligibility-guidelines.pdf>)
- c. The Guardian hereby consents to allow the Participant to participate in the "LIFE Program", which includes six (6) age-appropriate financial education lessons per year. Attendance at 3 "LIFE Program"-conducted Financial Literacy lessons per calendar year makes the Participant eligible for an Attendance Credit of \$100 to the Account. Attendance at each subsequent lesson makes the Participant eligible for either a \$33 or \$34 Attendance Credit to the "Account" for a maximum Credit of \$200 per Participant per calendar year.
- d. The Participant shall attend at least three (3) financial education sessions per calendar year to be eligible for optional Guardian Contributions and \$-for-\$ matching in that calendar year. The Guardian can contribute up to \$100 to the "Account" by writing a check to "Life All-Stars". The "All-Stars" will deposit the check into the "Account" and match the Guardian contribution up to \$100 per participant per year to the "Account", subject to the availability of funds. The Participant will be eligible for \$-for-\$ matches each calendar year the Participant is enrolled, attends three (3) "LIFE Program" financial education sessions and is in good standing in the "LIFE Program".
- e. The "All-Stars" will not accept, match nor deposit funds to the Account gifted by the Guardian over \$100 per Participant per calendar year. The Guardian also agrees not to attempt to directly contribute funds to the Account. All contributions and deposits to the Account are to be processed by The "All-Stars".
- f. The "All-Stars" may provide direct monetary payments/grants/gifts to the Participant, as part of our "Friend-Referral-Program" or other cash incentive initiatives. These cash disbursements/funds are eligible for a \$-for-\$ matching deposit and are not subject to the Guardian contribution limit. These \$-for-\$ matching opportunities require the Participant to be in attendance when the "LIFE Program" distributes these cash incentives and requires the participant to return the same/identical cash instrument that was distributed at a subsequent event to realize the \$-for-\$ matching deposit to the Account.
- g. Safety of our Participants is our highest priority. No Guardian/Participant is permitted to threaten, abuse, or harm another Parent/Guardian/Participant or Volunteer or representative through any physical action or verbal communication as determined in the sole discretion of The "All-Stars" or its representatives.
- h. Guardians are responsible for and are required to attend and accompany the Participant during the entire "LIFE Program" Financial Literacy events. Participants are not permitted to be left unattended during the "LIFE Program" events.

- i. We care for the individual safety of all Participants and Volunteers and expect everyone to be alert and responsive during our events, so they can learn and be alert to directions in the event of an emergency or incident.
- j. Failure by the Participant or Guardian to abide by the "LIFE Program" Participation guidelines will result in this "LIFE Program" Participant Agreement being voided and the Participant shall be terminated from the "LIFE Program". The Participant will not receive current or future benefits or services until or unless they sign a new "LIFE Program" Participation Agreement, which may contain different terms and benefits, and The "All-Stars" Board of Directors agrees to re-admit the Participant to the "LIFE Program" in its sole discretion.
- k. If the Guardian elects to remove the Participant from the "LIFE Program" prior to them reaching the age of 18, all Guardian and Participant contributions made to the "Account" will be refunded to the Guardian/Participant. Any Attendance Credits, \$-for-\$ matching funds or investment gains/losses realized from the investments will be forfeited. The forfeited amount will be deposited in the general account for The "All-Stars" to support ongoing operations and future awards/distributions.

2. Vanguard Account

- a. Vanguard, a recognized financial institution, shall serve as the institutional provider of the Account.
- b. The "All-Stars" non-profit corporation is the owner of the "Account".
- c. The funds within the Account shall be uniformly invested in Vanguard S&P 500 Large-Cap ETF (VOO) index fund, as administered by Vanguard. The Prospectus for this fund is found here: <https://investor.vanguard.com/investment-products/etfs/profile/voo>. The Guardian and Participant acknowledge the volatility of the funds in the Account. The "All-Stars" make no formal representation or commitment on the amount of funds to be distributed from the Account to the Participant until they reach their 18th Birthday.
- d. The Participant is not entitled to the value of the Account at any time prior to their 18th Birthday, nor the forecasted/future value of the Account past their 18th Birthday. The value of the Participant final award check is determined by the value of the Account at the close of the market on their Birthday, or on the next available close of the market after their 18th Birthday.
- e. Parents/Guardians agree to provide The "All-Stars" with updated home addresses, emails, and phone numbers for the Participant each year. The value of the Account will be shared/updated quarterly via email, phone, or in-person.
- f. The final award check will be mailed to the Participant mailing address on record via certified mail or delivered in-person by a representative of The "All-Stars". Unclaimed checks or returned/undeliverable mail, phone calls, and emails will be considered a breach of this Agreement. Forfeiture of the distribution will be considered final after one year has elapsed, wherefore the funds will be deposited in the general account for The "All-Stars" to support ongoing operations and future awards/distributions.

3. Investment and Management

- a. The “All-Stars” will not receive any financial incentive over the funds held in the Account. All deposits will be uniformly invested in the Vanguard S&P 500 Large-Cap ETF (VOO) index fund, as administered by Vanguard.
- b. The “All-Stars” shall have no influence over the investment decisions and shall not provide investment advice to the Participant or the Guardian.
- c. The “All-Stars” is to be held harmless by the Participant and Guardian and is not liable for market value fluctuations or timing of purchases.

4. Independent of Financial Institutions

- a. The “All-Stars” is an independent non-profit organization and is not affiliated with Vanguard.
- b. The “All-Stars” non-profit is not a financial advisory company. Our charity is solely focused on providing vetted age-appropriate Financial Literacy lessons, and no statements regarding financial instruments, transactions or trends are to be construed as financial advice.

5. Privacy Policy

- a. The “All-Stars” is committed to protecting the privacy of the Participant and Guardian. Any personal information collected during the “LIFE Program” will be handled in accordance with applicable privacy laws. Guardian and Participant acknowledge and agree to abide by the Website Privacy Agreement attached as Exhibit 1 to this agreement.
- b. The “All-Stars” will not disclose or share any personal information of the Participant or the Guardian with third parties, except as required by law or with the explicit consent of the Guardian.

- 6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas without regard to principles of conflicts of laws. Venue for any proceedings associated with this Agreement shall be in accordance with the state courts in the State of Texas located in Fort Bend County.
- 7. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.
- 8. **Successors.** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.
- 9. **Captions.** The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

10. Authority. All parties to this Agreement represent and warrant that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, states, or firms represented to the other parties, including such corporate resolutions, powers of attorney and such other documents or instruments as shall be reasonably necessary to evidence such authority.
11. No Third-Party Beneficiaries. The right or obligation of any party to do, perform, satisfy or discharge any covenant, agreement, liability or obligation hereunder, or to pursue any other right or remedy hereunder or at law or in equity provided, shall not confer any right or claim upon, or otherwise inure to the benefit of, any creditor or other third party having dealings with either party, it being understood and agreed by the parties hereto, that the provisions of this Agreement shall be solely for the benefit of, and may be enforced solely by, the parties hereto and their respective successors and assigns.
12. Further Assurances. Each party agrees to execute such other and further instruments and documents as may be necessary or proper in order to complete the transactions contemplated by this Agreement.
13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
14. No Waiver. The failure of either party to insist upon the strict performance of any covenant, agreement, provision or Section of this Agreement shall not constitute a waiver thereof.
15. Severability. If any provision of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Contractual Agreement as of the date first written below.

Guardian's Name: _____

Guardian Signature: _____

Date: _____

Life All-Stars

Signature: _____

Date: _____

EXHIBIT 1

www.life-all-stars.org Privacy Policy

Type of website: Non-Profit Organization

Effective date: 1st day of June, 2023

www.life-all-stars.org (the "Site") is owned and operated by The Life All-Stars.

They can be contacted at:

LifeAllStars@Outlook.com
PO Box 19453, Sugar Land, TX 77496

Purpose

The purpose of this privacy policy (this "Privacy Policy") is to inform users of our Site of the following:

- 1) The personal data we will collect;
- 2) Use of collected data;
- 3) Who has access to the data collected; and
- 4) The rights of Site users.

This Privacy Policy applies in addition to the terms and conditions of our Site.

Consent

By using our Site users agree that they consent to:

- 1) The conditions set out in this Privacy Policy; and
- 2) The collection, use: and retention of the data listed in this Privacy Policy.

Personal Data We Collect

We only collect data that helps us achieve the purpose set out in this Privacy Policy. We will not collect any additional data beyond the data listed below without notifying you first.

Data Collected Automatically

When you visit and use our Site, we may automatically collect and store the following information:

IP address; and Location

Data Collected in a Non-Automatic Way_

We may also collect the following data when you perform certain functions on our Site:

- 1) First and last name;
- 2) Age;
- 3) Email address;
- 4) Phone number; and
- 5) Mailing Address

This data may be collected using the following methods:

- 1) RSVP Form;
- 2) Contact Me Form

How We Use Personal Data

Data collected on our Site will only be used for the purposes specified in this Privacy Policy or indicated on the relevant pages of our Site. We will not use your data beyond what we disclose in this Privacy Policy.

The data we collect automatically is used for the following purposes:

- Statistics

The data we collect when the user performs certain functions may be used for the following purposes:

- Communication.

Who We Share Personal Data With

Employees

We may disclose user data to any member of our organization who reasonably needs access to user data to achieve the purposes set out in this Privacy Policy.

Other Disclosures

We will not sell or share your data with other third parties, except in the following cases:

- 1) If the law requires it;
- 2) If it is required for any legal proceeding;
- 3) To prove or protect our legal rights; and

If you follow hyperlinks from our Site to another Site: please note that we are not responsible for and have no control over their privacy policies and practices.

How Long We Store Personal Data

User data will be stored until the purpose the data was collected for has been achieved.

You will be notified if your data is kept for longer than this period.

How We Protect Your Personal Data

While we take all reasonable precautions to ensure that user data is secure and that users are protected: there always remains the risk of harm. The Internet as a whole can be insecure at times and therefore we are unable to guarantee the security of user data beyond what is reasonably practical. Our site provides Https Encryption and files are stored with Limited Access.

Children

We collect the personal data of children under 13 years of age. We only collect the personal data of children under 13 years of age with the express consent of their parents or guardians. This consent is collected as part of our "All-Stars" Participation Agreement.

Personal Information Collected for participating in The "All-Stars" "LIFE Program" is used to maintain contact with the participant, invite them to events, provide updates on their "All-Stars" Reward account, and disbursement of funds as a gift once they reach age 18 yrs.

Modifications

This Privacy Policy may be amended from time to time to maintain compliance with the law and to reflect any changes to our data collection process. When we amend this Privacy Policy we will update the "Effective Date" at the top of this Privacy Policy. We recommend that our users periodically review our Privacy Policy to ensure that they are notified of any updates. If necessary, we may notify users by email of changes to this Privacy Policy.

Contact Information

If you have any questions, concerns or complaints, contact:

Brad.Wood@life-all-stars.org

PO Box 19453, Sugar Land, TX 77496

Children 's Privacy Policy

Website: www.life-all-stars.org (the "Site")

This Children's Privacy Policy supplements the www.life-all-stars.org Privacy Policy and applies to the personal information of children in the United States who are under the age of thirteen (13) ("child" or "children"). This Children's Privacy Policy is made in accordance with the United States Children's Online Privacy Protection Act ("COPPA"). Any terms defined in COPPA have the same meaning when used in this Children's Privacy Policy.

Children's Data We Collect

We collect personal information from children. We only collect personal information from children after sending a direct notice to parents and obtaining verifiable parental consent for the collection of the child's personal information.

We collect the following personal information from children

- 1) First and Last Name;
- 2) Email address;
- 3) School Name;
- 4) Grade.

Collection Methods

We collect personal information from children using the following methods:

- Meeting RSVP Form.

Use of Children's Personal Information

We use the children's personal information we collect in the following ways:

- Contact Information for participating in our events _

Public Availability

Children are not able to make their personal information publicly available on our Site

Disclosure to Third Parties

We do not disclose personal information we collect from children to third parties.

Third Party Operators

Third parties do not use our Site to collect personal information about children who use our Site.

Parental Rights

A child's parent or guardian can review their child's personal information: direct us to delete their child's personal information: and refuse any further collection or use of their child's personal information.

A parent or guardian can exercise these rights by contacting us at LifeAllStars@Outlook.com to request access to or deletion of their child's personal information.

We will not require a child to disclose more information than is reasonably necessary to participate in our "LIFE Program".

Contact Information

Questions and concerns about this Children's Privacy Policy or about our collection and use of children's personal information can be sent to:

Name: Brad Wood

Email: Brad.Wood@life-all-stars.org

Address: PO Box 19453, Sugar Land: TX 77496

Phone number: (832) 326-6926