

Date: March 18, 2024

TERMS & CONDITIONS

BY AGREEING TO A DOCUMENT INCORPORATING THESE FPG TERMS AND CONDITIONS (“THE TERMS”) (AN “ORDERING DOCUMENT”) FPG AND CLIENT AGREE THAT THESE TERMS SHALL GOVERN THE RELATIONSHIP BETWEEN THE PARTIES AS TO ANY FPG PRODUCTS OR SERVICES PROVIDED OR TO BE PROVIDED TO CLIENT AS SET FORTH IN SUCH ORDERING DOCUMENT. AS TO ANY PARTICULAR ORDERING DOCUMENT, THE ORDERING DOCUMENT, THE SERVICES DEFINITIONS AND SERVICE-SPECIFIC TERMS AND CONDITIONS, AND THESE TERMS TOGETHER CONSTITUTE THE AGREEMENT OF THE PARTIES AND ARE REFERRED TO COLLECTIVELY HEREIN AS THE “AGREEMENT” OR THE “CONTRACT.” IN THE EVENT OF ANY CONFLICT BETWEEN THE ORDERING DOCUMENT AND THESE TERMS, THESE TERMS SHALL PREVAIL UNLESS THE ORDERING DOCUMENT EXPRESSLY PROVIDES THAT IT IS MODIFYING THESE TERMS WITH RESPECT TO SUCH AGREEMENT.

Client and FPG agree as follows: Definitions:

“Contract” means this document.

“Client” means the party, whether company or individual, to whom FPG is to provide products or services pursuant to the Contract (whether identified as “licensee,” “customer,” “client,” “trainee,” or similar designation in the Contract). If “Client” includes more than one legal person, the obligations imposed upon each shall be joint and several. The act of, notice from or to, or signature of any one or more of the persons included within “Client” shall be binding on all such persons with respect to all rights and obligations under this Agreement, including but not limited to any renewal, extension, termination, or modification of this Agreement.

“FPG” means “Forrest Performance Group” or “J. Forrest Group Inc.” or one of its affiliates, as set forth in this Agreement.

“Intellectual Property” or “Copyright” means the bundle of rights that protect original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device.

“Partnership” means an Agreement that FPG provides monthly services for a monthly fee.

“Tangible media” includes, but is not limited to, books, periodicals, manuscripts, phone records, film, tape, and disks.

“Works of authorship” (including computer programs) include but are not limited to the following: literary works; graphics, videos, models, assessments, interview guides, group interview processes, photographs, sound recordings.

1. PAYMENTS

1.1 Client agrees to pay all fees and amounts set forth in this Contract. Client agrees that all fees are stated and agreed upon in U.S. Dollars.

1.2 CANCELLATION. Client may cancel this Contract by providing written notification to clientexperience@fpg.com at least 2 business days before the end of billing period. Client should title the email “CANCELLATION” in all caps.

a. Monthly Recurring – Clients who provide written notice at least 2 business days before the billing period will not be charged. Client will continue to have access to course material until the billing period has elapsed.

b. Yearly Recurring – Clients who provide written notice at least 2 business days before the billing period will not be charged. Client will continue to have access to course material until the billing period has elapsed.

1.3 REFUNDS. Refunds will not be given for future training purchased. If Client purchases a yearly membership, then cancels after three months, client will not be given a refund for the remaining months and will continue to have access to the training materials until their billing period ends.

2. NON-SOLICITATION

2.1 It is further acknowledged and agreed that, during the term of this agreement, and for a period of one (1) year following termination of this agreement by either party for any reason, the Client shall not solicit, induce, or encourage any current FPG employee or contractor to terminate their employment or engagement with FPG, or breach any employment or contractual agreement with FPG or otherwise interfere with the relationship between FPG and such employee or contractor. If the Client breaches this provision, the Client agrees to pay liquidated damages to FPG in the amount of double the Client’s highest contract price, per breach, which the Client shall pay to FPG within 30 days of the breach.

3. INTELLECTUAL PROPERTY OR “COPYRIGHT”

3.1 . Intellectual property created, made, or originated by Leading Edge, LLC licensed to FPG shall be the sole and exclusive property of Leading Edge, LLC, except as Leading Edge, LLC may voluntarily choose to transfer such property, in full, or in part, reproduction of material without the written authorization of Leading Edge, LLC or FPG as it licensed representative shall be determined to be an infringement of the “Copyright” provision.

3.2 . Special works created in circumstances that may properly be regarded as “made for hire” will be Intellectual Property and be a “Copyright” of Leading Edge, LLC.

3.3 . Negotiated contractual transfers, and “Joint works” as described in the Copyright Act, where Leading Edge, LLC can be considered a co-author will be the Intellectual Property and be a “Copyright” of Leading Edge, LLC.

3.4 . If the Client is in violation of this use of the Intellectual Property or “Copyrighted” product, the Client agrees to pay liquidated damages in the amount of two times the highest 12-month contract price in force during the life of the contract period per breach within 30 days of the violation.

3.5 . It is also agreed that FPG considers the Intellectual Property clause as mutual, regarding all properties owned by the Client.

4. DISPUTES AND EQUITABLE REMEDIES

4.1 This agreement shall be subject to, governed by, construed, interpreted and enforced according to the laws of the state of Texas, without regard to principles of conflict of laws provisions thereof and shall be binding upon the parties hereto and their respective permitted successors and assigns.

4.2 . ARBITRATION. Any controversy or claim arising out of or relating to this Agreement or the breach thereof will be settled by binding arbitration in accordance with the rules of commercial arbitration of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall occur within the County of Tarrant, State of Texas, unless the parties mutually agree to have such proceedings in some other locale. The arbitrator(s) may in any such proceeding award attorneys’ fees and costs to the prevailing party.

4.3 . SEVERABILITY. If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid.

4.4 INDEMNIFICATION. Client agrees to indemnify and hold harmless FPG from all claims, losses, expenses, fees including attorney's fees, costs, and judgements that may be asserted against FPG that result from this agreement. In no event will FPG's liability exceed the price paid by Client to FPG for the goods or services giving rise to the claim or cause of action.