

Date: March 20, 2024

TERMS AND 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:

“Candidate” means a person FPG has vetted and is sending / has sent to Client for hiring consideration.

“Client” means the party 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.

“Employment Offer” means an offer, made by Client or its authorized agent, to employ someone.

“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.

“Placement” (whether identified as “new hire” or “employee”) means a Candidate that the Client has made an employment offer to and that the Candidate has accepted.

“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. PARTNERSHIPS

1.1 . GUARANTEE. The Guarantee detailed below applies to Partnership Packages only. If the package includes Recruiting, the Guarantee specified in 3.1 shall prevail for Recruiting services and 1.1 shall apply for all other Partnership services.

a. Initial 6-Month No Questions Asked Guarantee – The client agrees to complete six months of the partnership agreement. After the first six months, if the Client is not completely satisfied, Client may terminate the remainder of the Contract and will not be liable for future monthly payments. Client agrees that no refund will be provided for services already performed.

b. Every 12 Month Conditional 10X Investment Guarantee – FPG guarantees that Client will generate, in revenue, ten times the investment paid to FPG during the first 12 months from the training start date. If Client has not generated ten times its investment in revenue after the first 12 months, and each 12-month period thereafter, Client may terminate the remainder of the Contract and will not be liable for future monthly payments. Client agrees that no refund will be provided for services already performed.

2. TRAINING

2.1 . The services and program participants will be provided according to the Pricing Overview. Additional services and program participants, beyond the agreed upon amount shall incur additional costs.

2.2 . Content Creation and Seminar/Material Shipping:

a. If the Client requests any change in date, content or variation from predetermined seminar at any time within (3) weeks of a confirmed seminar date, the Client will be charged a \$2,000 rush creation fee and will be responsible for payment of any rush shipping fees.

3. RECRUITING

3.1 . GUARANTEE. The Guarantee detailed below applies to Recruiting services only. If the package includes Recruiting, the Guarantee specified in 3.1 shall prevail for Recruiting services and 1.1 shall apply for all other Partnership services.

a.. 30 Day Unconditional Guarantee – If Client provides written notification between the date of contract signing and the 30th day following, Client will receive a full refund of any amount paid to FPG for this Contract.

b. 4 Month Placement Guarantee – If the Placement’s employment is terminated, either by the Placement or Client, within 120 days of employment offer acceptance, FPG will provide 1 additional placement.

c. 6 Month Placement Guarantee – If the Placement’s employment is terminated, either by the Placement or Client, within 180 days of employment offer acceptance, FPG will provide 1 additional placement. Placement must have completed no less than 90% of all training provided by FPG.

d. VOIDANCE. Guarantee is void if Client substantially changes the terms of the employment offer or conditions of employment. Substantial changes include, but are not limited to, changing duties, compensation, benefits, or employment location. Guarantee is void if Placement fails to complete any Training at the fault of the Client. Guarantee is void if Client does not make final payment within 30 days of the employment offer acceptance.

3.2 . EXCLUSIVITY. Client agrees not to engage another recruiting Agency for placement of a candidate for the specified position during the term of this Agreement. Additionally, Client agrees to cease all internal recruiting efforts (i.e., “stand down”) related to the position assigned to FPG, including removal of all relevant posted job ads, both externally and on the company page. If Client identifies someone for the role stated herein to include someone who previously applied to the job posted by the Client, Client agrees to forward them to the FPG recruiting team.

3.3 . Search criteria. Client agrees to meet with FPG recruiting team to discuss search criteria. Search criteria includes, but is not limited to, base salary, commission, on-target earnings (OTE), job location, and required industry experience if applicable. Client agrees not to make any material changes that affect the search criteria after the intake.

3.4 FPG acknowledges that the Client retains the right to promote from within their organization with no fee due for such filled position beyond the initial retainer/progress payment to FPG.

3.5 Training attendance. Client agrees to ensure Placement attends all training. This includes ensuring Placement has adequate time and equipment to complete the training.

3.6 . Client agrees that if they hire any Candidate or Placement in the 12 months following the contact signing, completion, or termination, whichever comes later, Client shall pay the fee agreed upon in this contract.

3,7 . Background Check

a. FPG will not be liable to any party for damages, and the client hereby releases FPG from any liability for damages fully arising under any theory of legal liability permissible by applicable law. In the event FPG is determined by a court of competent jurisdiction to be liable to the client for any action, fact or event arising under or related to this agreement, whether arising in contract, tort (including any claim for negligence),

at law or in equity, the amount of damages recoverable against FPG shall not exceed, in aggregate, the amount paid to FPG by the client for the service to which a claim relates under this agreement and recovery of the amount shall by other parties sole and exclusive remedy hereunder.

b. FPG will not be liable to any party for damages, and the client hereby releases FPG from any liability for damages arising under any theory.

c. The client understands and acknowledges that FPG obtains information under this agreement from third party sources “as is” and is providing the information to the client on “as is” basis. FPG expressly disclaims any representations or warranties for accuracy, validity or completeness of any background information obtained from a third party and provided to the client under this agreement. This disclaimer includes all warranties, express or implied, including implied warranties of merchantability or fitness for a particular purpose, or implied warranties arising from the course of dealing or a course of performance.

4. PAYMENT TERMS

4.1 . Invoices for deposits are due upon the Client’s receipt of the deposit invoice. All monthly invoices for services are due no later than 30 days from the invoice date. Any invoices that

remain unpaid beyond sixty (60) days of the invoice date will incur a monthly late fee of 5%, and FPG's services will be suspended until the Client has paid all outstanding invoices in full.

4.2 . Client agrees to pay according to the agreed upon Schedule of Payments. Recruiting will begin upon payment of the initial investment. Once Placement accepts the Employment Offer made by Client, final payment is due immediately and should be paid upon receipt of invoice.

4.3 . All fees and amounts set forth in this agreement are stated and agreed upon in U.S. Dollars.

5. NON-SOLICITATION

5.1 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.

5.2 . FPG agrees that same non-solicitation specified in 4.1 applies to any of the Clients current employees by anyone at FPG.

6. INTELLECTUAL PROPERTY OR "COPYRIGHT"

6.1 . 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.

6.2 . 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.

6.3 . 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.

6.4 . 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.

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

7. DISPUTES AND EQUITABLE REMEDIES

7.1 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.

7.2 . 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.

7.3 . 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.