

Date: April 29, 2025

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. TRAINING

- a. 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.
- b. SEMINAR FORMAT. All seminars provided under this Agreement shall be conducted virtually unless otherwise specified in this Contract. If the Client requests an in-person seminar, an additional fee of One Thousand Five Hundred Dollars (\$1,500) per seminar day will be added to the total contract amount.
- c. Content Creation and Seminar/Material Shipping:
 - 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.

2. 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 be 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.

3. PAYMENT TERMS

- a. 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.
- b. Client agrees to pay according to the agreed upon Schedule of Payments.
- c. All fees and amounts set forth in this agreement are stated and agreed upon in U.S. Dollars.
- d. Cost of Living Adjustment: Service fees are subject to an annual cost of living adjustment (COLA) based on the Consumer Price Index (CPI) or a standard increase of up to 3% per year, whichever is greater. The adjustment will occur on the anniversary of the service start date unless otherwise agreed in writing. Clients will be notified of any adjustments at least thirty (30) days prior to the effective date.

4. CANCELLATIONS

- a. By enrolling in the program, the Client agrees to fulfill the full payment obligation as outlined in the payment schedule. Early termination of the agreement does not release the Client from their financial commitment.
- b. All installment or recurring payments must be completed in accordance with the agreed-upon terms, regardless of continued participation in the program.
- c. Cancellation and Renewal: Either party may terminate annual services by providing thirty (30) days’ written notice prior to the final billing cycle. If no such notice is received, services will automatically renew on a month-to-month basis under the same terms and conditions, including any applicable cost of living adjustments.

5. REFUNDS.

- a. All sales are final. No refunds will be issued for any portion of the program or training, including future access or unused time.
- b. For Clients who enroll in a monthly or annual membership, cancellation may be made at any time; however, no prorated or partial refunds will be provided for previous or remaining periods. The Client will retain access to training materials and resources through the end of the current billing cycle.

6. NON-SOLICITATION

- a. 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.
- b. FPG agrees that same non-solicitation specified in 6.a applies to any of the Clients current employees by anyone at FPG.

7. INTELLECTUAL PROPERTY OR "COPYRIGHT"

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. It is also agreed that FPG considers the Intellectual Property clause as mutual, regarding all properties owned by the Client.

8. DISPUTES AND EQUITABLE REMEDIES

- a. 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.
- b. **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.
- c. **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.