

PROGRAM PARTICIPATION AGREEMENT

This Program Participation Agreement (this “**Agreement**”) is entered into as of (the “**Effective Date**”), by and between RSLNT LLC, a Texas limited liability company (“**Provider**”), and an individual or company with users (“**Participant**”). Provider and Participant are each a “**party**” hereto; and collectively, they are the “**parties**” hereto.

A. Provider is engaged in the business of providing tailored, personal coaching and training services to individuals like Participant in a group setting; and

B. Participant wishes to engage Provider to provide the Services (as defined below).

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SERVICES.

1.1 Services. Participant hereby engages Provider to perform the Services, and Provider agrees to perform the Services, at the rates and on the terms and conditions set forth in this Agreement. Provider shall perform the Services and all of its responsibilities and obligations hereunder and as set forth herein: (i) in a timely and professional manner consistent with industry standards; and (ii) with at least the care, skill, prudence, and diligence that a prudent person acting in a like capacity and experienced in the industry would use under like circumstances. “Services” shall include the development and delivery of a tailored personal coaching and training program for Participant or Participant’s users, described as Provider’s “RSLNT Leadership Program (The Program)”. The Program includes the following:

- Initial leadership assessment and delivered report
- Weekly personal coaching delivered via email, website and/or SMS
- Weekly training content delivered via email, website and/or SMS
- Access to communicate with a personal coach via email or SMS
- Training sessions delivered via Zoom or similar platform
- One ancillary travel component subject to separate terms and cost

1.2 Participant Obligations. Participant shall fulfill all of its responsibilities and obligations hereunder and as set forth herein, provide Provider with all information and assistance which Provider may reasonably require, and make timely coaching decisions and obtain required management approvals, if applicable, with respect to the Services to be provided under this Agreement.

1.3 Participant Materials. Provider is entitled to rely upon any and all Participant Materials, which is defined as all information and data provided by Participant in connection with Provider’s performance of Services hereunder, including, without limitation, all specifications, criteria, instructions, training material, content, papers, health information, and documents of Participant for purposes of providing the Services hereunder. All regulatory and administrative matters related in any way to Participant, its operations, and the compliance of any of the foregoing with applicable law, are the sole responsibility of Participant, and Provider has no liability therefor.

1.4 Independent Contractors. In the performance of the Services, Provider shall act solely as an independent contractor and the relationship between Provider and Participant created hereby has been and will continue to be that of independent contractors. Neither party is the legal representative, agent, joint venturer, partner, employee, or employer of the other party under this Agreement for any purpose

whatsoever. Neither party has any right, power, or authority under this Agreement to assume or create any obligation of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect.

SECTION 2. TERM AND TERMINATION.

2.1 Term. The term of the Agreement commences as of the Effective Date and continues for 6 months (“initial term”). Agreement automatically renews on the 6th month anniversary of the Effective Date for an additional 6 month term (“renewal term”) unless either party provides 30 days written notice prior to the renewal of the terminating party’s intent to terminate at the end of the initial term.

2.3 Fees Due Upon Termination. Upon termination of this Agreement, Provider will be entitled to compensation with respect to any amounts due and payable for any Services performed pursuant to and in accordance with this Agreement. Paid fees are non-refundable and Participant understands that Provider has spent considerable time and resources in the development of the Program, and that paid fees are reasonable compensation for the development of the Program and Participant’s access to the Program prior to termination of this Agreement for any reason. Any termination regarding ancillary travel shall be adjudicated in accordance with the Ancillary Travel Agreement between the parties.

2.4 Survival. The terms and conditions of this Agreement regarding confidentiality, indemnification, limitation of liability, payment and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Agreement survive and continue in effect.

SECTION 3. COMPENSATION

3.1 Fees. Participant shall make all payments as required pursuant to this Agreement. Participant shall pay Provider upon contract signature and then a monthly payment equal to the sum of the active users through automatic bank withdrawal (ACH) no later than the fifth (5th) of each month of the Term.

Monthly Fee Per User	\$400
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3.2 Suspension of Services. Notwithstanding any other provision contained in this Agreement, if Participant fails to pay any amount when due hereunder, Provider may suspend Services then in effect until all outstanding past due amounts are received by Provider.

SECTION 4. INTELLECTUAL PROPERTY RIGHTS.

4.1 Ownership of the Provider Property. As of the Effective Date, Provider has created, acquired or otherwise has rights in, and thereafter may, independently of its performance of the Services, employ, provide, modify, create, acquire or otherwise obtain rights in, various curriculum, copyrightable and patentable works, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces, general purpose consulting and software tools, utilities and algorithms, and methods of operation of systems (collectively, “**Provider Property**”). To the extent that Provider utilizes any of its property (including, without limitation, Provider Property or any hardware or software of Provider) in connection with its performance of Services hereunder, Participant acknowledges and agrees that: (i) such property remains the property of Provider and Participant acquires no right or

interest in such property; (ii) Provider owns all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the Provider Property; and (iii) Provider may employ, modify, disclose, and otherwise exploit the Provider Property, including, without limitation, providing services or creating programming or materials for other clients utilizing the Provider Property.

4.2 License to Use Provider Property. Subject to the terms and conditions of this Agreement, Provider grants to Participant a limited, non-exclusive, non-transferable, royalty-free license to use the Provider Property actually incorporated into the Services, to the extent required to fully exploit such Services.

4.3 Ownership of Participant Materials. Participant represents that it owns all Intellectual Property Rights or has all license rights in and to all Participant Materials and all copyrights, trademarks, trade names, logos, copy, photos and other information, materials and content supplied to Provider necessary to permit Provider to fulfill its obligations under this Agreement.

4.4 License to Use Participant Materials. Participant grants to Provider a non-exclusive, perpetual, non-revocable, royalty-free license during the term of this Agreement to use all Participant Materials, and specifically its training material, provided by Participant to Provider for the purpose of providing the Services.

4.5 Licenses and Rights Survive Bankruptcy. All licenses and rights of use granted under or pursuant to this Agreement are deemed to be licenses to rights in “intellectual property” for the purposes of Section 365(n) of the United States Bankruptcy Code.

4.6 No Interference. Nothing in this Agreement is deemed to prevent Provider from carrying on its business or developing for itself or other materials that are similar to or competitive with those produced as a result of the Services provided that such materials do not contain or disclose any Confidential Information or proprietary information of Participant.

SECTION 5. REPRESENTATIONS, WARRANTIES AND DISCLAIMER.

5.1 Representations and Warranties of Participant. Participant hereby represents and warrants to Provider that all Participant Materials are duly owned or licensed by Participant and that the provision of such Participant Materials to Provider in order for Provider to perform the Services shall not infringe on any rights of any third-party.

5.2 DISCLAIMER. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTY, REPRESENTATION, OR AGREEMENT WITH RESPECT TO THE SERVICES, AND PROVIDER EXPRESSLY DISCLAIMS AND EXCLUDES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION 6. INDEMNIFICATION.

PARTICIPANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS PROVIDER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “**PROVIDER INDEMNIFIED PARTIES**”), FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR ACTIONS AND ALL RELATED LOSSES,

LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES AND COSTS OF SUIT) THAT MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST ANY PROVIDER INDEMNIFIED PARTY RESULTING FROM, ARISING OUT OF, OR RELATING TO ANY OF THE FOLLOWING: (I) THE SERVICES PROVIDED HEREUNDER, (II) THE ADEQUACY AND MERCHANTABILITY OF THE PROGRAM; (III) ANY CLAIM THAT ANY PARTICIPANT MATERIALS OR OTHER MATERIALS OR RESOURCES FURNISHED BY PARTICIPANT FOR USE BY PROVIDER IN PROVIDING THE SERVICES INFRINGES ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY; (IV) ANY CLAIMS BASED ON PARTICIPANT’S USE OF THE SERVICES OR IS IN VIOLATION OF ANY APPLICABLE LOCAL, STATE, FEDERAL AND (IF APPLICABLE) INTERNATIONAL LAWS, REGULATIONS AND DIRECTIVES, AND (V) THAT PROVIDER IS NEGLIGENT IN PROVIDING THE SERVICES AND THE PROGRAM AND, OR, REQUIRING PARTICIPANT TO ENGAGE IN THE PROGRAM. NOTWITHSTANDING THE FOREGOING, PARTICIPANT SHALL NOT ENTER INTO ANY SETTLEMENT THAT AFFECTS THE RIGHTS OR INTEREST OF PROVIDER WITHOUT ITS PRIOR WRITTEN APPROVAL. PROVIDER HAS THE RIGHT TO PARTICIPATE IN THE DEFENSE AT ITS OWN EXPENSE.

SECTION 7. LIMITATION OF LIABILITY AND CONFIDENTIALITY.

7.1 LIMITATION OF LIABILITY. TO THE EXTENT PROVIDED BY LAW, THE CUMULATIVE, AGGREGATE LIABILITY OF PROVIDER FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY INDEMNITY OBLIGATIONS OF PROVIDER), WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE AMOUNT PAID IN FEES BY PARTICIPANT UNDER THIS AGREEMENT DURING THE LAST TWO MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

7.2 EXCLUSION OF DAMAGES. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT PERMITTED BY LAW, PROVIDER WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING DAMAGE TO BUSINESS REPUTATION OR GOODWILL), LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED AND REGARDLESS WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY AND INCLUDING DAMAGES FOR INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS (WHETHER DIRECT OR INDIRECT), OR THE LIKE, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES APPLIES REGARDLESS OF WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID OR UNENFORCEABLE. THE LIMITED WARRANTY, LIMITED REMEDIES, WARRANTY DISCLAIMER AND LIMITED

LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PROVIDER AND PARTICIPANT, AND PARTICIPANT ACKNOWLEDGES AND AGREES THAT PROVIDER WOULD NOT ENTER INTO THIS AGREEMENT OR PROVIDE THE SERVICES HEREUNDER WITHOUT SUCH LIMITATIONS AND EXCLUSIONS.

7.3 **Confidentiality and Prohibited Use.** Participant shall not, during the Term of this Agreement, and any time after the termination of this Agreement for any reason, disclose any secrets or confidential technology, financial information, proprietary information, client lists or information, participant information, trade secrets, potential customers, lists or information, and business ideas, of Provider, or any matter or thing ascertained by Participant as a result of Participant's association with Provider. Participant shall not use any confidential information described in this Section 7.3 for any reason other than to fulfill the obligations hereunder and for Provider's benefit. Participant agrees that preliminary injunctive relief shall be available to Provider to enforce this covenant, such relief to be without the necessity of Provider posting a bond. Participant further agrees that should Participant disclose any of said confidential information to a third party, such disclosure and process, would irreparably interfere with and damage Provider's interests.

SECTION 8. GENERAL PROVISIONS.

8.1 **Notices.** Any notice, demand, request, or other communication required or permitted to be given under this Agreement must be made in writing, addressed to the party to receive notice at its address set forth on the signature page hereof or at such other address as a party may hereafter designate by written notice to the other party in the following manner on the fifth business day after deposit with the U.S. Postal Service if sent by certified or registered mail, return receipt requested.

8.2 **Governing Law; Jurisdiction and Venue.** This Agreement and the rights and obligations of the parties with respect to their relationship under this Agreement are governed by and must be construed and enforced in accordance with the laws of the State of Texas. All disputes arising under this Agreement must be brought exclusively in the state and federal courts located in Tarrant County, Texas, and Participant hereby submits to the personal jurisdiction of such state and federal courts.

8.3 **Attorneys' Fees.** The prevailing party in any action or proceeding to enforce this Agreement, including any efforts to collect amounts due under this Agreement by engagement of any attorney, collection agency or otherwise, is entitled to recover from the other party its costs and attorneys' fees in addition to any damages available to such party.

8.4 **Amendment.** Neither this Agreement may be amended, modified, or supplemented orally. This Agreement may only be amended, modified, or supplemented by an instrument in writing specifically mentioning this Agreement, and signed by the authorized representatives of both parties.

8.5 **Waiver.** No waiver of any provision of this Agreement is effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No failure or delay by either party in exercising any right, power, or remedy under this Agreement operates as a waiver of any such right, power, or remedy.

8.6 **Severability.** If any provision in this Agreement is held invalid, illegal or unenforceable under applicable law, that provision will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity, illegality or

unenforceability, and the other provisions of this Agreement will remain in full force and effect.

8.7 **Assignment; Successors and Assigns.** Participant shall not transfer or assign, whether by operation of law or otherwise, this Agreement, any of its rights or obligations under this Agreement, or the use of the Services, and Participant shall not delegate any duties under this Agreement, without in each instance the prior written consent of Provider.

8.8 **Third Party Beneficiaries.** This Agreement is entered into solely between Provider and Participant and will not be deemed to create any rights in any third parties or to create any obligations of either Provider or Participant to any third parties.

8.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one instrument. The parties agree that a facsimile or .pdf of a signed counterpart is as effective and has the same force and effect as the original thereof.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its duly authorized representative on the date completed to be effective as of the Effective Date specified.

