

# Terms & Conditions

Nunn Better Consulting (“Intista”) will provide Client with advisory (consulting) and/or training services, by agreeing to terms and conditions on the Intista website, or agreeing to a proposal for engagement, or completing a purchase, or submitting a purchase order. Together, Intista and the Client agree to the following:

## 1 Services Provided by Intista

Intista shall provide Client with advisory and/or training services (the “Services”) as specified in Client’s Order. Each Order shall incorporate by reference these terms and conditions (hereafter the “Agreement”). To the extent an Order provides additional and/or conflicting terms to this Agreement, the terms of the Order shall prevail. All Intista subcontractors under an Order, if any, shall be bound to perform all obligations under this Agreement as if they were being performed by Intista.

## 2 Types of Services

“Online Training” is defined as training where the training is delivered via the Internet and a computer server is delivering stored training content.

“Remote Training” is defined as training where the training is delivered via the Internet and an instructor is delivering training content, typically using a combination of live and stored content.

“Classroom Training” is defined as training where the instructor is in the same facility as the Client and delivers the training.

The training content will be substantially in line with the relevant training description set in Client’s Order.

“In-Person Consulting” is defined as where a consultant provides advisory services in the presence of the Client, typically at a facility of their own or other convenient location.

“Remote Consulting” is defined as where a consultant is providing advisory services and is not in the presence of the Client.

For the purposes of this agreement, a consulting retainer shall be considered Remote Consulting – except when the consultant travels to an agreed location to meet with Clients, or Client-related contacts. In this case, a consulting retainer is to be considered In-Person Consulting.

“Integration Mastermind” is defined as provision of “Remote Consulting” advisory services where many Clients are invited to attend, typically via conference applications.

## 3 Limitation of Liability

TRAINING CONTENT AND ADVISORY SERVICES ARE ILLUSTRATIVE ONLY, INTENDING TO PROVIDE EXAMPLES FOR THE CLIENT TO APPLY TO THEIR OWN SITUATION(S). CLIENT IS NOT TO ACT UPON THIS CONTENT WITHOUT FURTHER CONSIDERATION THAT APPLIES TO THEIR SPECIFIC SCENARIO(S).

By viewing or using training content or listening to advisory services you agree that Intista, it’s owners, employees, partners, or subcontractors will not be liable for any losses or damages to your business,

whether direct, indirect, consequential, or other, that could result from the use of, or reference to, these materials.

INTISTA'S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE AMOUNT OF SERVICES FEES PAID BY CLIENT FOR THE SERVICES FROM WHICH THE CLAIM AROSE. IN NO EVENT SHALL INTISTA BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF INTISTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

#### 4 Availability of Services

All confirmed training registrations will be subject to the cancellation and postponement policies as detailed in this agreement in "Cancellation or Termination of Scheduled Services" and "Postponement of Scheduled Services".

##### 4.1 Online Training Availability

All reasonable efforts will be made to provide Online Training at all times.

The Client is responsible for providing technology, infrastructure, and facility access (if applicable) to the training.

Intista shall not be held responsible for unavailability of Online Training, unless they are the cause of disconnection and negligent in addressing issue(s) that they have caused.

##### 4.2 Remote Training, Remote Consulting Availability

Intista shall provide the connectivity service (for example video conference or phone conference call), for Remote Training and/or Remote Consulting.

A "day" of training is not more than 6 hours of instruction, plus at least one, one-hour meal break. Additional breaks will be included so that training will not be continuous for more than 1.5 hours, unless agreed upon by the attendees, or as specified in the Order.

Remote Training dates must be confirmed two or more weeks in advance of the start date.

Remote Consulting must be confirmed 24 hours or more in advance of the start date and time.

##### 4.3 Classroom Training and In-Person Consulting Availability

Classroom Training and In-Person Consulting shall be provided at the location set forth in Client's Order (the "Location"). If no location is specified in the Order, the training will be provided at a location to be determined and confirmed in writing with the Client.

Clients should arrive at the Location no later than 15 minutes prior to the start of the service.

A "day" of training is not more than 6 hours of instruction, plus at least one, one-hour meal break. Additional breaks will be included so that training will not be continuous for more than 1.5 hours, unless agreed upon by the attendees, or as specified in the Order.

Classroom Training dates must be confirmed two or more weeks in advance of the training date.

In-Person Consulting dates must be confirmed five (5) or more business days in advance of the start date.

#### 4.4 Training Participants

Client may substitute training participants by giving at least 24 hours written notice to Intista prior to the start of the scheduled service.

Intista reserves the right to exclude participants from attendance who are, in their reasonable opinion, causing disruption to such service. In the event of such exclusion no refund of any associated fees will be made.

Intista does not allow Clients to have additional participants “audit” any training content.

Client agrees to pay for any and all participants that attend training, including last-minute participants and drop-ins.

### 5 Client Duties

#### 5.1 Access

Clients may not share login access to Intista Services: one login is permitted per person. Logins may not be transferred upon a student’s completion of training.

Intista reserves the right to exclude participants who are deemed to be using a login that was previously issued to another person.

Client may not resell, transfer, or duplicate in any way without written permission, Intista training or training access logins.

For remote services, Client is responsible for providing access to the service. Intista shall not be held responsible for Clients’ inability to connect to services, unless Intista are the cause of disconnection and are negligent in addressing issue(s) that they have caused.

For in-person services, Client shall provide necessary access to facilities as reasonably requested by Intista. The Client is responsible for testing all necessary facilities and systems prior to the scheduled training to enable Intista to provide the service.

#### 5.2 Non-Compete

Client shall not contract or approach for related services with any current or former Intista employee(s) or subcontractor(s) while Intista has a current agreement or employment in place, or for a period of six (6) months from the date that the Intista’s agreement or employment has terminated.

Failure to comply with these requirements may, at Intista’s sole discretion, result in

- (i) removal of all existing consultant resources from Client sites and/or
- (ii) the immediate termination of any Orders and Intista’s obligation to provide any further Services
- (iii) monetary damages equal to the advisory services fees Intista would have been able to invoice Client
- (iv) punitive damages equal to an additional 50% of the advisory services fees Intista would have been able to invoice Client
- (v) any and all legal fees seeking such reimbursement

### 5.3 Copyright

Client acknowledges that training and advisory materials content and documentation, provided by Intista, including the original and any copies thereof, in whole or in part, and all trade secrets, copyrights, patent and other intellectual and proprietary rights therein, are and remain the valuable property of Intista or its third-party licensors.

Written consent is required before this content can be copied or transferred.

### 5.4 Health and Safety

Client must comply with local and national health and safety rules, regulations, and any other reasonable security requirements, in which the students and instructors are located at the time of the engagement.

## 6 Payment and Expenses Reimbursement

### 6.1 Payment for Training Services

All payment for any training must be fully paid in advance of the services being provided, including any applicable taxes, duties, and fees.

### 6.2 Payment for Advisory Services

For advisory services, Intista shall provide the following invoice information

- (i) the time period for which advisory services and expenses are billed
- (ii) the services to be or which were performed
- (iii) the amount due
- (iv) travel and living expenses by type and amount, if any
- (v) totals

Unless otherwise set forth in the Order, for all services performed under any Order(s) and/or any other request for services that references this Agreement, Client shall:

- (i) pay Intista in accordance with each invoice
- (ii) reimburse Intista for all reasonable and necessary travel and living expenses incurred performing such services, provided that such expenses are incurred pursuant to an applicable Order or other request for services by Client
- (iii) pay Intista net 30 days from the date of each purchase order confirmation
- (iv) not hold Intista liable for costs incurred due to unauthorized payments
- (v) provide any valid tax exemption or direct pay certificate upon Order request. Otherwise, Client is responsible for all taxes, duties, and fees which may be assessed on the amounts paid for services performed hereunder, excluding taxes based on Intista's income or payroll

All payments made pursuant to an invoice are non-refundable.

Intista reserves the right to invoice Client the less of eight percent (8%) annual interest or the highest interest rate allowable under applicable laws for any outstanding, undisputed invoice or purchase order confirmation not timely paid.

## 7 Cancellation or Termination of Scheduled Services

Unless otherwise agreed to, either party may cancel scheduled training or advisory services (hereafter the “Scheduled Service”) that have not started at the time of the cancellation, by giving the other party written notice of cancellation.

If Scheduled Services are terminated or cancelled by Client,

- (i) Intista will not, under any circumstance refund any monies paid for Online Training
- (ii) For Remote Training or Remote Consulting
  - a. If Client cancels or terminates Scheduled Service at least five (5) business days or more before start of Scheduled Service, any paid Scheduled Service fees will be reimbursed, and Client will pay any nonrefundable incurred expenses to Intista
  - b. If Client cancels or terminates Scheduled Service less than five (5) business days before start of Scheduled Service, Client will pay all expenses incurred by Intista, plus a termination fee equal to 25% of the total amount contracted for the Scheduled Service
- (iii) For Classroom Training or In-Person Consulting
  - a. If Client cancels or terminates Scheduled Service more than ten (10) business days before start of Scheduled Service, Client will pay all nonrefundable expenses incurred, plus a termination fee equal to 25% of the total amount contracted for the Scheduled Service
  - b. If Client cancels or terminates Scheduled Service less than ten (10) business days before start of Scheduled Service, Client will pay 100% of the amount contracted for the Scheduled Service, plus any incurred nonrefundable expenses

If Scheduled Services are terminated or cancelled by Intista

- (i) Any paid Scheduled Service fees and any reasonable incurred non-refundable expenses will be refunded to the Client.

Intista reserves the right to withdraw or re-schedule services without any liability to the Client. If Intista is aware of a need to reschedule or cancel, then they will make a reasonable effort to notify the Client at least one week in advance.

Intista reserves the right to pursue accord and satisfaction separately for termination or cancellation of an Order, due to any form of breach of this Agreement.

Mutual cancellation of an Order will incur no cancellation or termination fees, but Client may be assessed for nonrefundable expenses incurred.

## 8 Postponement of Scheduled Services

Unless otherwise agreed to, either party may postpone Scheduled Services under this Agreement or any Order at any time by giving the other party written notice of postponement.

If Scheduled Service is postponed by the Client,

- (i) For Remote Training or Remote Consulting
  - a. Client will pay any nonrefundable incurred expenses to Intista

- b. If Client postpones a Scheduled Service and both sides agree to a rescheduled start date, less than five (5) business days before the start of the Scheduled Service, Client will pay a termination fee equal to 25% of the total amount contracted for the Scheduled Service
- (ii) For Classroom Training or In-Person Consulting
  - a. Client will pay any nonrefundable incurred expenses to Intista
  - b. If Client postpones a Scheduled Service less than ten (10) business days before the start of the Scheduled Service, a penalty up to 25% of the service fee may be assessed

If Scheduled Service is postponed by Intista

- (i) Any reasonable incurred non-refundable expenses will be refunded to the Client
- (ii) Client is given a credit for Scheduled Services at least equal in value to the agreed Scheduled Services
- (iii) Intista must work with Client to find a mutually agreeable rescheduled date for Scheduled Services

Scheduled Services can be postponed up to two times. Further delays will be considered a cancellation, applying the policies as described in Cancellation or Termination of Scheduled Services.

## 9 Recording Consent

Intista Integration Mastermind sessions enable attendees to participate through a personal device's microphone and/or camera. An attendee may elect not to participate through use of a microphone and/or camera. The election of an attendee to use a microphone and/or camera constitutes a release and waiver of rights in the capture of the attendee's image, likeness, and/or voice for the exclusive use by Intista.

While adhering to "Treatment of Confidential Information & Proprietary Right" in this document, attendance at an Integration Mastermind grants Intista a non-exclusive, irrevocable, unrestricted, royalty-free license to record, reproduce, transfer, transmit and display all or parts of these sessions. Intista may crop, alter, or modify images/recordings or combine them with other images, text, audio, recordings, and graphics.

Recordings and images may be stored and accessed from any location.

## 10 Confidential Information & Proprietary Right

### 10.1 Definition

The term "Confidential Information" shall mean:

- (i) any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary at the time of disclosure
- (ii) the terms, including without limitation, price and pricing of Intista's Services and any proposals or other documents that preceded this Agreement.

Confidential Information also includes, without limitation, trade secrets, computer programs, software, documentation, checklists, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, and financial information.

In addition, Confidential Information may include information concerning any of Owner's past, current, or possible future products or methods, including information about Owner's plans for mergers, acquisitions, divestitures and similar, research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and information technology deployment (including third party software).

## 10.2 Treatment of Confidential Information

Clients' Confidential Information shall be treated as strictly confidential by Intista and shall not be disclosed by Intista to any third party except to those third parties operating under non-disclosure provisions no less restrictive than the terms herein this Section and who have a justified business "need to know".

Client shall protect the deliverables resulting from training and advisory services with the same degree of care.

Attendees of Integration Mastermind sessions shall protect confidential information that may be revealed by other attendees.

This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence that:

- (i) was in the possession of, or was rightfully known by Intista without an obligation to maintain its confidentiality prior to receipt from Owner
- (ii) is or becomes generally known to the public without violation of this Agreement
- (iii) is obtained by Intista in good faith from a third party having the right to disclose it without an obligation of confidentiality
- (iv) is independently developed by Intista without the participation of individuals who have had access to the Confidential Information
- (v) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure

## 10.3 Rights and Duties

The Recipient shall not obtain, by virtue of this Agreement, any rights, title, or interest in any Confidential Information of the Owner.

## 10.4 Proprietary Information

Ownership of all copyright and other intellectual property rights in any Services material or other documentation, technical information, and know-how (together "Intista Proprietary Information") provided to Services participants or otherwise to Client remains vested in Intista.

Client acknowledges that the Intista Proprietary Information is confidential and proprietary to and constitutes valuable trade secrets of Intista and that Client shall not obtain any intellectual property or other ownership rights whatsoever in any Intista Proprietary Information.

All Intista Proprietary Information shall be held in confidence and not disclosed, copied, or provided to third parties.

Subject to the restrictions set forth herein, a Services participant may use related material provided by Intista to carry out duties for the Client, but neither the related material nor any Intista Proprietary

Information may be copied or used by any other person, including other employees or sub-contractors working for the Client or to provide Services to any other person, including other employees or sub-contractors working for the Client.

#### 10.5 Survivability

The terms of this Section “Confidential Information & Proprietary Right” shall survive termination of this Agreement. If the Parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with this Agreement, those separate confidentiality terms shall remain in full force to the extent that they do not conflict with any terms contained herein.

### 11 Indemnity

Each party (“Indemnifying Party”) shall indemnify and hold the other party (“Indemnified Party”) harmless against any third-party claim, including damages, liabilities, losses, costs, expenses and reasonable attorney’s fees, in which the Indemnified Party is named as a result of the negligent acts and omissions, or failure to act by the Indemnifying Party, its employees or agents, which arise out of Intista’s performance of its professional services under this agreement.

This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim. The terms of this Section “Indemnity” shall survive termination of this Agreement.

### 12 Warranties and Representations

Each party warrants that it has the right and power to enter into this Agreement, and that an authorized representative has executed this Agreement. Intista warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards. To the extent Services provided by Intista are advisory, no specific result is assured or guaranteed.

INTISTA EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER INTISTA EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

### 13 Rights to Work Product

Any expression or result of Intista’s Services, or the work, findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, software, and other technical information (collectively “Work Product”) created by Intista while performing the services hereunder are the property of Intista.

Except for Client’s Confidential Information, Client shall have no right to sublicense, transfer, assign, convey, or permit any third party to use or copy any Work Product.

### 14 Independent Contractor Status

Intista performs this Agreement as an independent contractor, not as an employee of Client. Nothing in this Agreement is intended to construe the existence of a partnership, joint venture, or agency relationship between Client and Intista.



## 15 Notice

All notices or other communications referenced under this Agreement shall be made in writing and sent to the address designated in the specific Order or as designated from time to time in writing by the Parties.

All notices shall be deemed given to the other party if delivered receipt confirmed using one of the following methods: registered or certified first-class mail, postage prepaid; recognized courier delivery; or electronic mail with read receipt requested.

## 16 Waiver

No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by both parties.

## 17 Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement or any Order if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, hurricanes, earthquakes, riots, strikes, war, pandemics, and restraints of government.

## 18 Separate Agreements

Client shall not withhold payments that are due and payable under this Agreement because of the status of any other Orders with Intista.

## 19 Disputes

In the event of any controversy or claim arising out of or relating to these Terms & Conditions, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of 60 days, any unresolved controversy or claim arising out of or relating to these Terms & Conditions shall proceed to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce.

The parties shall seek to mutually appoint an arbitrator. If the parties cannot agree on a single arbitrator, then there shall be three (3) arbitrators: one selected by each party, and a third selected by the first two.

Arbitration will take place in the state of Florida, USA. All negotiations and arbitration proceedings pursuant to this Section will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions.

The language of the arbitration shall be English.

## 20 Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of the State of Florida, USA without recourse to choice of law statutes or principles that would otherwise result in the application of the law of any other jurisdiction to these Terms and Conditions, regardless of its place of

execution or performance. The United Nations Convention on Contracts for the international sale of goods will not apply to these Terms and Conditions.

If any provision of this Agreement is held to be unenforceable, the other provisions shall nevertheless remain in full force and effect.

This Agreement and the Order(s) constitute the entire understanding between the Parties with respect to the subject matter herein and may only be amended or modified by a writing signed by a duly authorized representative of each party.

This Agreement replaces and supersedes any prior verbal or written understandings, communications, and representations between the Parties regarding the subject matter contained herein.