

# Exhibit C

## EXHIBIT E



### CONSULTING PERFORMANCE AGREEMENT

This Consulting Performance Agreement (hereinafter referred to as the "Agreement") is made and entered into this 10th day of April, 2019, by and between Today's Growth Consultant, Inc., an Illinois corporation, (hereinafter referred to as "Today's Growth Consultant") and [REDACTED] Future Site Owner, hereinafter referred to as "F.S.O.") (Today's Growth Consultant and F.S.O. are sometimes collectively referred to as the "Parties").

Whereas, the Parties desire to use multiple growth strategies, to promote revenue growth from avenues determined by Today's Growth Consultant and as mutually agreed by the parties.

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth, and in reliance on the representations and warranties contained herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties mutually covenant and agree as follows:

**A. Purpose of Agreement: Revenue Generating Website(s) to be Purchased and / or built by Today's Growth Consultant:** Today's Growth Consultant shall purchase and maintain one Revenue Generating ECommerce Website (as the term is defined below) and create and maintain an Authority Site (as that term is defined below) for F.S.O., as the key strategy to create multiple revenue streams for F.S.O. The Revenue Generating Website and Authority Site may hereinafter be collectively referred to as "The Sites".

**B. Method:** All of Today's Growth Consultant's growth formulas to be utilized using an Authority Site have their foundation resting on websites' placement on page one (1) of Google, in multiple categories as well as websites' position in the eCommerce marketplace. Today's Growth Consultants believes that organic page one (1) placement on Google as well as a tailored eCommerce strategy builds a bridge to an array of income outlets and s-curves to the current and future revenue streams set forth, as well as eliminates unnecessary forms of advertising, for the benefit of F.S.O.

**C. Today's Growth Consultant's Responsibilities for The Sites:**

Today's Growth Consultant shall provide the following services to F.S.O. in exchange for payment by F.S.O. to Today's Growth Consultant of the Upfront Fee and the Ongoing Fee (as those terms are defined below):

1. Purchase or Build, host, maintain and market (1) ECommerce Website.
2. Build, host, maintain and market an Authority Site ("Web Development").
3. Provide a minimum of 100 relevant base keywords to F.S.O. for the building and maintaining of the Authority Site.
4. Provide ongoing communication with F.S.O. through The Sites' project manager.



5. Facilitate remediation for any hosting outages to maintain the 99.999% historical “up-time” for all sites Today’s Growth Consultant hosts.
6. Consult and provide branding, naming and imaging for the Authority Site.
7. Provide domain name research, selection and purchase for the Authority Site.
8. Implement merchant accounts and / or PayPal for The Sites if an eCommerce site (also referred to herein as a Subsidiary Site) is needed to meet revenue goals.
9. Research and facilitate banner ads for The Sites if needed to meet revenue goals.
10. Research and facilitate any pre-built affiliate agreements such as Amazon.com for The Sites if needed to meet revenue goals.
11. Provide ongoing maintenance for The Sites.
12. Comply with all pertinent FTC Rules and Regulations for The Sites and any Subsidiary Sites.
13. Provide a disclaimer on The Sites and any Subsidiary Sites that the content contained thereon is not for the user’s unique needs nor addresses the user’s particular situation and that users of the sites should consult an expert in the field before taking any action.
14. Provide monthly site performance metrics report to F.S.O.

Today’s Growth Consultant represents and warrants to F.S.O. that the foregoing services are sufficient to provide F.S.O. with a functioning Revenue Generating eCommerce Site and Authority Site. Hosting and all rights to content and Proprietary Rights appearing on The Sites or any Subsidiary Site are and shall be solely the property of F.S.O.

Today’s Growth Consultant will meet and communicate with F.S.O. on a schedule as determined by the project manager assigned by Today’s Growth Consultant to F.S.O. from time to time, at a minimum on a quarterly basis (the “Project Manager”) and the F.S.O. point of contact person identified by F.S.O.

**D. Duties of F.S.O.:**

1. Until the site is sold, F.S.O. shall provide administrator passcode privileges to The Sites to Today's Growth Consultant.

**E. Upfront Fee and Ongoing Fee:**

1. F.S.O. shall pay to Today’s Growth Consultant the sum of Two Hundred Thousand Dollars (\$200,000) (herein referred to as the “Upfront Fee”) in partial consideration for the services to be provided by Today’s Growth Consultants to F.S.O. The Upfront Fee shall be paid via wire or ACH wire. The Upfront Fee shall be paid in a single installment upon the execution of this Agreement.
2. In addition to the Upfront Fee and in further compensation for the services recited in Section C, Today’s Growth Consultant shall also be entitled to Fifty Percent (50%) of the ad revenues referenced in G1 (herein referred to as the “Ongoing Fee”).



3. In some cases, F.S.O. will be paid by third parties on the revenue streams and in some cases Today's Growth Consultant will be paid by third parties on the revenue streams. In no event shall Today's Growth Consultant be entitled to, or receive a fee for, brokering an ad. For clarification, in no event shall Today's Growth Consultant receive any compensation in excess of the Upfront Fee, the Ongoing Fee and the Success Fee (as that term is hereinafter defined in Section H). In all cases, the Parties agree that the amount of the payments shall be determined by the analytics of The Sites which shall be made available by Today's Growth Consultant to be viewed by both Parties at all times. It is understood that no matter which of the Parties is paid for the ad revenue, or lead generation, the other Party shall be paid its reciprocal percentage of such revenues within not more than thirty (30) days. Notwithstanding the foregoing, each of the Parties shall be entitled to an annual accounting on demand. The Party demanding the accounting shall bear the cost of the accounting; unless the accounting determines that there is a discrepancy of more than five percent (5%) and then the other Party shall bear the cost of the accounting.

**F. Subsidiary Websites:** Six (6) months after the execution of this Agreement and until the termination of this Agreement, Today's Growth Consultant may suggest building an additional two (2) sites (blogs / forums / landing pages/eCommerce) (hereinafter referred to as "Subsidiary Sites") if convenient to keep up with the evolution of the Revenue Generating Site or Authority Site. If F.S.O. agrees with the Subsidiary Sites rollout, these Subsidiary Sites will be built and maintained by Today's Growth Consultant with no additional upfront fees or charges to F.S.O., will be considered part of the of the parent Revenue Generating Site or Authority Site and will be governed by the terms of the Agreement in the same manner as the parent Revenue Generating Site or Authority Site.

**G. Revenue Disbursement:**

1. Today's Growth Consultant's Ongoing Fees are paid on the following:
  - A) Ad revenues generated from, or through, the Authority Site or any Subsidiary Site(s)
  - B) Net Sales from any eCommerce-based website

For the purpose of clarification, ad revenues are generated from banner ads, static block ads, rented ad space, Google Ad-sense and other various types of ads / referral fees paid to F.S.O. or to Today's Growth Consultant on behalf of F.S.O. as the owner of the Authority Site or Subsidiary Sites.

In further clarification, Net Sales are derived from Gross Sales minus all costs. Costs include, but are not limited to, cost of goods sold, marketing and ad spend, shipping, handling and any and all distribution and accounting costs. Costs will be displayed between the eCommerce platform, i.e. Shopify, and the Order Metrics dashboard.

In further clarification, Today's Growth Consultant is paid i.e. Fifty Percent (50%) of the ad revenues and net sales.



As further clarification, the FSO is paid the reciprocal percentage (Fifty-Percent (50%)) of the ad revenues and net sales.

- H. Potential Sale of The Sites:** In the event F.S.O. elects to sell one or all of The Sites, F.S.O. shall remit to Today's Growth Consultant Fifty Percent (50%) of the gross sale price above the original purchase price to compensate Today's Growth Consultant for both the loss of future earnings and success of the Revenue Generating and/or Authority Site and any related Subsidiary Sites (the "Success Fee"). Today's Growth Consultant shall bear one-half of the broker's fees in the event Today's Growth Consultant agrees to each of the following: (i) the sale of any of The Sites, (ii) to the identity of the broker, (iii) to the amount of the broker's fee and (iv) to the sale price. Today's Growth Consultant shall be paid its Fifty Percent (50%) in a certified check or wire at the closing of the sale of any of The Sites. F.S.O will get \$200,000 or more when selling the complete two site package. Today's Growth Consultant has first right of refusal of any sale, having 30 days to act. At F.S.O.'s discretion, Today's Growth Consultant can act as the broker of the sale at a six percent (6%) commission. The Six Percent (6%) commission is not part of the Fifty Percent (50%) monetization split. Today's Growth Consultant cannot block any sale.
- I. Termination of Agreement:** The intent of the Parties is that this Agreement shall have a perpetual term until terminated as provided herein. This Agreement shall only terminate upon the following events:
1. A sale of The Sites and payment to Today's Growth Consultant of the Success Fee. The Parties may mutually agree in writing to sell one of The Sites without terminating the Agreement. In the case of the sale of one of The Sites, the terms of the Agreement would remain in effect for the remaining site(s), unless modified and mutually agreed by the Parties in writing.
  2. This Agreement may be terminated by F.S.O. in the event Today's Growth Consultant or any of its subcontractors commits an act of fraud or other illegal act, other than minor infractions of the law, in the performance of its obligations hereunder.
  3. This Agreement may be terminated by Today's Growth Consultant or F.S.O. in the event that the other party commits fraud, an illegal act, other than minor infractions of the law, plagiarizes any content for the Authority Site or any Subsidiary Site, or in any way misrepresents that the content it provides for the Authority Site or any Subsidiary Site is its own composition. The placement of content on the sites shall be deemed a representation of F.S.O. and that it is content uniquely drafted by Today's Growth Consultant or F.S.O.
  4. If any adjudication in bankruptcy or insolvency be rendered against either Party, or if a receiver of the business or assets of either Party shall be appointed and not discharged within one hundred twenty (120) days after appointment, or any sale of either Party's interest under this instrument shall be made under or by virtue of any execution of judicial process or court order, the other Party shall have the right, if said bankruptcy or



insolvency is not cured within said one hundred twenty (120) days to terminate this Agreement.

5. The mutual written agreement of the Parties.

If this Agreement is terminated by F.S.O. due to an event of termination enumerated above in this Section I at either subsection 2 or 4, then Today's Growth Consultant shall have no further rights pursuant to the terms of this Agreement (other than those rights arising prior to the date of the said event of termination), shall transfer any advertiser accounting appearing on the site to F.S.O. and the Parties shall render an accounting between them and all information required to transfer hosting of the site will be provided to F.S.O. within 5 business days of termination notice.

**J. Inventions and "Works For Hire":** All data, reports, documents and other information, as well as any inventions, discoveries, innovations, processes, trade names, software (both object code and source code), trade dress, website design, and improvements, whether patentable, copyrightable or otherwise ("Inventions"), resulting from Today's Growth Consultant's engagement by F.S.O. at any time (including periods of time prior to the date of this agreement, the date of this agreement and after the date of this agreement) shall be disclosed to F.S.O., shall be deemed "works for hire," shall be F.S.O.'s sole property and shall be subject to F.S.O.'s exclusive use, commercial development, commercial exploitation or otherwise. Today's Growth Consultant for itself and on behalf of its employees, independent contractors and partners, agrees, upon F.S.O.'s request and at F.S.O.'s expense (unless otherwise provided herein), to execute such documents and to take such other actions as F.S.O. deems necessary or appropriate to obtain patents, copyrights, and/or other intellectual property protections in F.S.O.'s name covering any of the foregoing.

**K. License of Proprietary Rights:** Subject to the terms and conditions of this Agreement and exclusively in furtherance of the duties and obligations of Today's Growth Consultant pursuant to this Agreement, F.S.O. grants to Today's Growth Consultant and Today's Growth Consultant's Subcontractors a nonexclusive, nontransferable, royalty-free right to use during the term of this Agreement the Proprietary Rights owned by F.S.O. Today's Growth Consultant shall use and shall cause Today's Growth Consultant's Subcontractors to use such Proprietary Rights for the exclusive benefit of F.S.O. Today's Growth Consultant agrees and shall cause Today's Growth Consultant's Subcontractors to agree that it and they will do nothing inconsistent with such ownership and that all use of such Proprietary Rights by them shall inure to the benefit of and be on behalf of F.S.O. Today's Growth Consultant shall not register or attempt to register and shall cause Today's Growth Consultant's Subcontractors not to register or attempt to register such Proprietary Rights in any jurisdiction without the prior written permission of F.S.O.

**L. Third Party Infringement:** Today's Growth Consultant agrees to indemnify, hold harmless and defend F.S.O. and each of its managers, members, employees and agents (the "Indemnified Persons") from and against all damages and costs, including legal fees, which may be assessed against any of the Indemnified Persons in any actions or threatened action brought by any third party for infringement or misappropriation of such third party's trademark, patent, copyright, trade secret or other Proprietary Right, where alleged infringement or misappropriation by an Indemnified Person arises by reason of the use of any Proprietary Right developed by Today's Growth Consultant or any



of its subcontractors for use by F.S.O., provided that F.S.O. gives Today's Growth Consultant notice, in writing, of all such actions or threatened action, and an opportunity to control the defense and settlement of the same through counsel of Today's Growth Consultant's own choice (but approved by F.S.O.), at Today's Growth Consultant's sole expense, and will make available to Today's Growth Consultant all cooperation and assistance reasonably requested by Today's Growth Consultant, at Today's Growth Consultant's expense.

**M. Non-Compete, Non-Solicitation:** In further consideration of the compensation to be paid to Today's Growth Consultant hereunder and to preserve the ongoing value as well as the sale value of The Sites and any Subsidiary Sites by F.S.O., Today's Growth Consultant acknowledges that during the course of its engagement by the F.S.O. Today's Growth Consultant and its employees, independent contractors and partners shall create and, therefore, become familiar with F.S.O.'s Proprietary Information, trade secrets and with other Confidential Information concerning F.S.O. and that its services shall be of special, unique and extraordinary value to F.S.O., and therefore, Today's Growth Consultant for itself and its owners, employees, independent contractors and partners agree that, during the term of this Agreement and for a period of thirty-six (36) months thereafter (the "Non-Compete Period"), it shall not, and shall not permit any of its employees, independent contractors, partners or other affiliates to, directly or indirectly, either for itself or through any other person, partnership, corporation or other entity, to own any interest in, manage, control, participate in, consult with, render services for, or in any manner engage in the business of The Sites on the Internet or any Subsidiary Sites on the Internet. Nothing herein shall prohibit Today's Growth Consultant, its owners, employees, independent contractors or partners from being a passive owner of not more than 2% of the outstanding stock of any class of a corporation that is publicly traded, so long as Today's Growth Consultant has no active participation in the business of such corporation.

During the Non-Compete Period, F.S.O. shall not, without the consent of Today's Growth Consultant directly or indirectly through another person or entity (i) induce or attempt to induce any employee of Today's Growth Consultant to leave the employ of Today's Growth Consultant or in any way interfere with the relationship between Today's Growth Consultant and any employee thereof or (ii) hire any person who was an employee of Today's Growth Consultant at any time during the Non-Compete Period.

**N. Relationship of the Parties:** The Parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties in any way. Neither Party nor its employees has the authority to bind or commit the other Party in any way or to incur any obligation on its behalf.

**O. Today's Growth Consultant's Financial Condition:** Today's Growth Consultant represents and warrants to F.S.O. that Today's Growth Consultant is in satisfactory financial condition, solvent, able to pay its bills when due and financially able to perform its contractual duties hereunder. Today's Growth Consultant shall use the Upfront Fee exclusively for the purchase, hosting, maintenance and marketing of the revenue generating website and the building, hosting, maintenance and marketing of the Authority Site.



**P. Today's Growth Consultant's Affinity Partners:** Today's Growth Consultant is continually seeking out and adding subcontractors to its team (herein referred to as "Subcontractors"). Subcontractors share in the ongoing ad revenues with Today's Growth Consultant. Subcontractors are paid by Today's Growth Consultant and are added or removed from The Sites projects at the discretion of Today's Growth Consultant. At no time will Subcontractors be compensated by F.S.O. unless all parties agree in writing.

**Q. IncomeStore.com Property:** Approximately 50% of the Upfront Fee will be used to acquire one (1) Revenue Generating eCommerce website within the first 16 weeks of the contract for revenue and cross-promotion benefits. Revenues from the property will be split under the guidelines of sections "E" and "G". Payout timing of first disbursement depends on the advertising monetization model of the revenue generating website that is bought. The project manager covers revenue timing on the first scheduled call. The longest it can take for a site partner to receive their first disbursement is ten weeks after site purchase. F.S.O.'s typically receives their first disbursement within six to eight weeks of site purchase.

**R. Performance Agreement:** Providing F.S.O. has met the duties of section "D" and the combination of the Authority Site and newly purchased "Revenue Generating" sites are not yet earning Fourteen Percent (14% annually) of the Upfront Fee, or Two Thousand Three Hundred Thirty Four Dollars (\$2334.00) Today's Growth Consultant will begin paying against earnings beginning on the 17<sup>th</sup> of August 2019 and continue monthly. For further clarification, F.S.O. will receive Fifty Percent (50%) of monthly revenues or Fourteen Percent (14%) of the upfront fee, whichever is greater, each month in perpetuity. Should monthly revenue be insufficient at any time, TGC will pay deficiency based on the express Guaranty by TGC to pay the minimum monthly regardless of site performance.

**S. 1 Site per Keyword Silo:** Today's Growth Consultant will build one Authority Website per Keyword Silo. Keyword Silo defined below.

**T. Act of God:** If, for any reason, including, but not limited to, search engine algorithm changes, industry changes, competitive landscape changes, and acts of God, Today's Growth Consultant is unable to maintain revenues on purchased website(s), Today's Growth Consultant will build or buy a replacement website(s) to fulfill contractual obligations. Any and all replacement sites will be built or bought with ownership given to F.S.O. within 91 days of build or purchase and monthly revenue checks of \$2334.00 will not be interrupted.

**U. Definitions:**

"Authority Site" means a website built to be a leading website for its topic or industry. The Authority Site is purposely built to provide information based on a pre-defined group of searches online. The Authority Site gains its authority from the quality of the content provided to the website and the predetermined online marketing strategy. The content and marketing strategy allows the Authority Site to gain recognition from search engines, social media sites and related topic or industry



peers. Examples of existing Authority Sites are the very large WebMD located at [www.webmd.com](http://www.webmd.com) to the very small, one page, Mortgage Calculator located at [www.mortgagecalculator.org](http://www.mortgagecalculator.org). Both of these websites were built to dominate search and were successful using very different online strategies.

“Revenue Generating Site” means an existing website to be purchased and managed by Today’s Growth Consultant on behalf of F.S.O. to provide return on investment cash flow to the F.S.O. while the Authority Site is being developed, launched and stabilized and to provide an ongoing additional complimentary revenue stream. The Revenue Generating Site will be an Authority Site, information based or other related site type that Today’s Growth Consultant is confident that they can effectively manage and grow on behalf of F.S.O.

“Keyword Silo” is a group of keywords that Today’s Growth Consultant determines are the base or core of an Authority Website. A silo consists of the most commonly searched for phrases in the niche the website is in. For example, a cupcake recipe website will have a keyword silo with phrases like: cupcake recipes, cupcake ingredients and chocolate chip cupcakes.

“Confidential Information” means all information of a confidential or proprietary nature (whether or not specifically labeled or identified as “confidential”), in any form or medium, that relates to the products, services or research or development of F.S.O. or its suppliers, distributors, customers, independent contractors or other business relations, including without limitation Today’s Growth Consultant. Confidential Information includes, but is not limited to, the following: (i) internal business information (including information relating to strategic and staffing plans and practices, business, training, marketing, promotional and sales plans and practices, cost, rate and pricing structures and accounting and business methods); (ii) identities of, individual requirements of, specific contractual arrangements with, and information about, F.S.O.’s suppliers, distributors, customers, independent contractors or other business relations and their confidential information; (iii) trade secrets, know-how, compilations of data and analyses, techniques, systems, research, records, reports, manuals, documentation, models, data and data bases relating thereto; (iv) inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether or not patentable); and (v) other Proprietary Rights.

“Proprietary Rights” means all of the following U.S. and foreign: (i) patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, division, extension or reexamination thereof; (ii) trademarks, service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, adaptations, derivations and combinations of the foregoing) and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights and copyrightable works; (iv) registrations, applications and renewals for any of the foregoing; (v) trade secrets and confidential and proprietary information, including ideas, formulas, compositions, know-how, related processes and techniques, research and development information, drawings, specifications, designs, plans, proposals and technical data and manuals (in each case relating to products currently in production as well as products under development); (vi) computer software (including, but not limited to, source code, executable code, data, databases and documentation); and

[REDACTED]



(vi) all other intangible properties; together with all books, records, drawings or other indicia, however evidenced.

V. Miscellaneous.

1. Amendment and Waiver. This Agreement may be amended, or any provision of this Agreement may be waived; provided that any such amendment or waiver shall be binding upon a Party only if set forth in a writing executed by the Party and referring specifically to the provision alleged to have been amended or waived. No course of dealing between or among the Parties shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any party under or by reason of this Agreement and a waiver of any provision by any party on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No delay on the part of either Party at any time or times in the exercise of any right or remedy shall operate as a waiver thereof. Any consent may be given subject to satisfaction of conditions stated therein. The failure to insist upon the strict provisions of any covenant, term, condition or other provision of this Agreement or to exercise any right or remedy thereunder shall not constitute a waiver of any such covenant, term, condition or other provision thereof or default in connection therewith. The waiver of any covenant, term, condition or other provision thereof or default thereunder shall not affect or alter this Agreement in any other respect, and each and every covenant, term, condition or other provision of this Agreement shall, in such event, continue in full force and effect, except as so waived, and shall be operative with respect to any other then existing or subsequent default in connection therewith.

2. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, (ii) sent by reputable overnight express courier (charges prepaid) or (iii) three days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, demands and communications to any party hereunder shall be sent to the addresses indicated below.

If Notice to Today's Growth Consultant: Today's Growth Consultant, Inc.  
Ken Courtright, President

[Redacted address information]

If Notice to F.S.O.:

[Redacted address information]

[Redacted address information]



3 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by Today's Growth Consultant without the prior written consent of F.S.O.

4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible. Notwithstanding the foregoing, if any such determination materially and adversely affects either Party, the Parties shall negotiate in good faith to modify this Agreement to the fullest extent permitted by applicable law so as to affect their original intent as closely as possible to the end that the transactions contemplated hereby are fulfilled and consummated to the maximum extent possible.

5 Interpretation. The headings and captions used in this Agreement and any table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any capitalized terms used in any Schedule or Exhibit attached hereto and not otherwise defined therein shall have the meanings set forth in this Agreement. The use of the word "including" herein shall mean "including without limitation." The parties hereto intend that each representation, warranty and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such Party has not breached shall not detract from or mitigate the fact that such Party is in breach of the first representation, warranty or covenant.

6 Entire Agreement. This Agreement and the agreements, Exhibits, Schedules, and documents referred to herein contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way.

7 Counterparts. This Agreement may be executed in one or more counterparts (including by means of telecopied or electronically transmitted signature pages), all of who



shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered. In pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one set of such counterparts.

8 Governing Law. The laws of the State of Illinois shall govern all questions concerning the construction, validity, interpretation and enforceability of this Agreement and the Exhibit and Schedules attached hereto, and the performance of the obligations imposed by this Agreement, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Illinois.

9. No Strict Construction. Notwithstanding the fact that this Agreement has been drafted and prepared by one of the Parties, each of the Parties confirm that each of them and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties, and the language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Person, but this Agreement shall be construed and interpreted rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

10 Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their permitted successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the Parties hereto and such permitted successors and permitted assigns, any legal or equitable rights hereunder.

11 Dispute Resolution.

i. Mediation. In the event any controversy, dispute or claim arises out of or relating in any way to this Agreement or the other agreements contemplated hereby or the transactions arising hereunder or thereunder the Parties shall attempt resolve the same by mediation. Any such disputes which cannot be settled by mediation within ten (10) days after written notice by one party to the other of such inability to amicably settle shall thereafter be adjudicated as provided below. Notwithstanding the foregoing, either party may seek injunctive relief to protect its business interests.

ii. Litigation. Any controversy, dispute or claim arising out of or relating in any way to this Agreement or the other agreements contemplated hereby or the transactions arising hereunder or thereunder that cannot be resolved by negotiation or mediation or consented to arbitration shall be settled exclusively by a judge (sitting without a jury) in the appropriate, based on the nature of the claim, division of the Illinois state court sitting in DuPage County, Illinois or the Federal District Court for the Northern District of Illinois.



iii. Mutual Waiver of Jury Trial. Because disputes arising in connection with business transactions are most quickly and economically resolved by an experienced and expert person and the Parties wish the laws of the State of Illinois to apply (rather than arbitration rules), the Parties desire that their disputes be resolved by a judge applying the laws of the State of Illinois. Therefore, to achieve the best combination of the benefit of the judicial system and of arbitration, each Party to this Agreement hereby waives all rights to trial by jury in any action, suit, or proceeding brought to resolve any dispute between or among any of the Parties hereto, whether arising in contract, tort, or otherwise, arising out of, connected with, related or incidental to this Agreement, the transactions contemplated hereby and/or the relationship established among the Parties hereunder.

Notwithstanding the foregoing, in the event this agreement elsewhere provides for arbitration or other dispute resolution mechanisms, then such remedy shall be employed prior to resorting to this subsection.

Today's Growth Consultant, Inc. [Redacted]  
By: \_\_\_\_\_ [Redacted]

Ken Courtright, Its Authorized President

Date 4/8/2019

F.S.O. [Redacted]

By: \_\_\_\_\_ [Redacted]

Date 4/8/2019

[Redacted]