

Agreement

This Agreement (which includes Addendum A) (the “Agreement”) is entered into by and between Shapiro Negotiations Institute, LLC. (“SNI”) and State Board of Administration of Florida (“Client”). Each party may be referred to individually as a “Party” or collectively as the “Parties”. SNI provides in person and virtual/online presentations of sales, negotiation, and influence training and consulting for clients. Client desires to engage SNI under the following terms and conditions:

1. **Services.** SNI agrees to provide the following services to the Client:

(a) One day in-person programs hereafter referred to as “Seminar(s)” or “Session(s)”.

(b) The Sessions are expected to take place on TBD. Each Session/Seminar will be limited to a maximum of 30 Client participants. The Seminar will be delivered by 1 SNI Master Facilitator.

(c) Clause 1(a)-(b) are hereinafter referred collectively to as the “Services”.

2. **Fees.** Client shall pay a total fee (“Total Fee”) of \$24,515 USD. The Total Fee is based on the aforementioned maximum number of participants. The Total Fee includes Service Related Travel expenses described in paragraph 3.

The Total Fee will be invoiced and due as follows: A non-refundable payment (“Deposit”) of \$12,257.50 will be invoiced upon execution of this Agreement and due immediately. A second payment of \$12,257.50 (“Remaining Amount”) will be invoiced shortly following the completion of Services or cancellation of the Services by Client (as described in Clause 4 below), and this Remaining Amount will come due within 30 days of receipt of the invoice by the Client. In the case of termination by SNI for material breach (described in Clause 5 below), the Remaining amount will be invoiced after the termination of the Agreement by SNI, and the Remaining Amount will come due within 30 days of the receipt of the invoice by the Client. Should Client wish to change the number of participants, written approval from SNI is required. In the case where the number of participants is adjusted, the Remaining Amount will be increased to reflect the new total number of participants, at an additional \$625 per person above 30 participants and \$590 per person above 40 participants. A 1.5% monthly finance charge will be added to all past due invoices, in addition to charges for all reasonable costs incurred by SNI in collecting late invoices. An additional 3.3% fee will be charged for all payments made by credit card.

3. **Service Related Expenses.** Client shall reimburse SNI for all reasonable Service related expenses including, but not limited to, copying and shipping of materials. If in person expenses are incurred by the SNI Master Facilitator or any SNI employee, agent, representative or contractor, for the purposes of, or during the delivery of any Services, such as delivery or shipping charges, or any such other reasonable expenses, (“In-Person Expenses”), the Client shall be responsible for reimbursing SNI for such In-Person Expenses.

4. **Cancellation by Client.** In the event of cancellation of this Agreement, or of any Services by the Client, more than 30 days prior to the cancelled Services delivery date, the Deposit shall remain the property of SNI; however, SNI will make its reasonable efforts to reschedule the Services on other mutually agreeable dates, and the Deposit will be applied to the rescheduled date(s) only if the dates agreed upon are within 90 days of the original date(s), as set forth in this Agreement. If a date is mutually

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agreed on, no additional fees will be due to SNI in addition to the Deposit already paid and the Remaining Amount. In all circumstances, the Deposit shall remain non-refundable, except as described in Clause 5 below. In the event of cancellation of this Agreement, or any Services, within, and including, 30 days of the scheduled Services delivery date, the Remaining Amount for the Services shall be due and payable to SNI as described in Clause 2 above and shall only apply to another event at the discretion of SNI.

5. Cancellation by SNI. In the event of cancellation of this Agreement, or any services, by SNI due to illness or an unforeseen emergency, or for any reason beyond the reasonable control of SNI (force majeure), SNI shall reschedule the cancelled Services. In the event the cancelled Services cannot be rescheduled, SNI shall refund monies previously paid to it by Client for the Services cancelled by SNI only, on a pro rata basis of the fees payable in total to SNI (the Deposit and the Remaining amount combined) applied to any cancelled Services, and all obligations of the parties to each other shall then be satisfied.

SNI may terminate this Agreement immediately for any material breach of this Agreement by the Client. If so terminated by SNI due to a material breach by the Client, SNI shall have no obligation to refund any amount of the Deposit or Remaining Amount whatsoever, and the Client shall be responsible for the Remaining Amount in accordance with Clause 2. Any inappropriate or abusive conduct towards SNI, by the Client or its representatives, shall constitute a material breach of this Agreement.

6. No Taping or Broadcast. It is understood that the Services may not be audio or video taped or otherwise recorded or broadcast by the Client without SNI's written permission. SNI may tape or record the whole or part of the Services at their sole discretion. SNI may only utilize taped or recorded versions of the Services for internal purposes (such as training), and SNI may, at their discretion, show a prospective client a limited and cut sample clip (maximum three minutes in length) from the Services, without providing any third parties or prospective clients a copy of any part of the Services.

7. Property.

(a) Any trademarks, service marks, know-how, expertise, patentable or patented ideas, ideas, graphic images, methodologies, designs, manuals, simulations, course materials, course or general information, copyrights or copyrightable materials, or other intellectual property existing prior to this engagement which, was previously developed and owned by SNI, developed by SNI for the Services, used for the purpose of this engagement, or will be made known to the Client by way of this Agreement (collectively "SNI IP") shall remain SNI IP exclusively and all rights to such SNI IP shall at all times, vest exclusively with SNI. Client and/or its agents, employees, representatives and contractors, (collectively "Client") will treat all information relating to SNI's IP and any material disclosed to Client in connection with the performance of SNI's obligations, as confidential, and Client shall not disclose any such information to any third party. This provision shall survive the termination of the Agreement. SNI grants the Client a limited, revocable, non-exclusive and non-assignable license to access the SNI IP solely for the purpose of participating in the Services. No further right or title to such SNI IP is provided to the Client, unless otherwise permitted by SNI in writing.

(b) Any trademarks, service marks, know-how, expertise, patentable or patented ideas, ideas, graphic images, methodologies, designs, manuals, simulations, general information, copyrights or copyrightable materials, or other similar intellectual property existing prior to this engagement which,

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was previously developed and owned by the Client (“Client IP”) shall remain the Client’s exclusive intellectual property, and all rights to such Client IP shall at all times, vest exclusively with the Client . SNI or its agents, employees, representatives and contractors, (collectively “SNI”) will treat all information relating to the Client IP or Client’s material, disclosed to SNI in connection with performance of SNI’s obligations, as confidential and SNI shall not disclose any such information to any third party. This provision shall survive the termination of the Agreement. The Client grants SNI a limited, revocable, non-exclusive and non-assignable license to access the Client IP for the purpose of delivering Services, however, no further right or title to such Client IP is provided to SNI, unless otherwise permitted by the Client in writing. If SNI develops any intellectual property for the Client, such as case specific training exercises, educational materials, creative works or other forms of “work product”, (“Work Product”) and it is agreed by the Parties that such work product is developed for the exclusive use of the Client alone, then such work product will be considered as Client IP under this Agreement, and not SNI IP. For any document to be considered “Work Product” it must be developed specifically for Client and explicitly labeled with the term “Client Work Product” in writing on/in the form, document, material, software or digital file in which such Work Product is contained, displayed or accessed.

(c) Notwithstanding anything contrary to the above, the Client permits SNI to use their logo and trademark for the sole and limited purpose of advertising that the Client was or is a customer of SNI, without disclosing the exact or specific Services provided to the Client.

8. Confidentiality and Non-Disclosure.

Each Party, on behalf of itself, its officers, directors, employees, and agents hereby agrees not to use or disclose to any third party any confidential, technical, manufacturing, marketing or other commercial information about the other Party learned, disclosed to or discovered by it in connection with the Services hereunder, or in regard to the terms and conditions of this Agreement, except in connection with the proper rendering of the Services or where legally required to do so by appropriate governmental authority only after the other Party is notified of said disclosure and is provided a chance to challenge said disclosure. "***Confidential Information***" includes all information related to or used in either party’s business or personal affairs, disclosed by one Party (the “***Discloser***”) to the other (the “***Recipient***”) including, but not limited to (whether embodied orally or in memoranda, manuals, blueprints, schematics, letters or other documents, computer disks, software, source codes, tapes or other information storage devices, or any other media or vehicle) scientific or technical information; research, development, financial or business information; personal financial information and projections, personal information and any information supplied to the Recipient which by its nature may be considered confidential.

9. Liability.

With the exception of liability for intellectual property infringement claims, which will not be limited for either Party, SNI and Client will be liable only for their negligence or willful misconduct, and if liable, such liability will be limited to an amount equivalent to the Total Fee within this Agreement.

SNI does not make any guarantees related to the business impact of its Services for the Client, and the Client accepts such Services “as is”, while agreeing not to hold SNI liable for any costs, expenses or claims arising out of the Client’s use or reliance on the Services and their content.

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10. Indemnification. Each Party (as “Indemnitor”) shall indemnify, defend and hold harmless the other Party (as “Indemnatee”) from and against all claims, demands and causes of action, costs and expenses, (including reasonable attorneys’ fees and the costs and expenses of defense), losses, liabilities, suits, fines, actions, judgments and recoveries asserted against the Indemnatee by any third party (“Claims”) (including, but not limited to, any employee or agent of the other Party) for personal injury or death or from loss of or damage to property, to the extent such Claims are caused by the negligence or willful misconduct of the Indemnitor, its employees or representatives. Notwithstanding anything to the contrary, SNI’s liability for financial losses incurred by the Client, unrelated to personal injury or physical property damage, shall in all circumstances be limited in accordance with Clause 10 above.

11. Severability. In the event that any provision of this Agreement shall be found to be void or unenforceable by a competent court with jurisdiction over the Parties, such findings shall not be construed to render any other provision of this Contract either void or unenforceable, and all other provisions shall remain in full force and effect.

12. Dispute Resolution. Both parties hereby agree that all disputes arising out of this Agreement shall be resolved via courts located in the State of Maryland, under Maryland State Law. Both parties agree to submit themselves to the exclusive jurisdiction of the courts described herein, to resolve any and all disputes between the Parties.

13. Entire Agreement. This Agreement sets forth the entire agreement between SNI and the Client. This Agreement may not be changed, modified, waived or discharged in whole or in part except by an instrument in writing signed by the authorized parties hereto. The Client executes this Agreement by (a) authorized signature, below, (b) remitting payment, in part or full, or (c) accepting the Service described.

14. Notices. Any notice required or allowed hereunder shall be deemed effective when received at the email address set forth below (email shall be the primary mode of communication between the Parties), or at such successor address of which a Party may duly notify the other:

If to SNI, to:

[REDACTED]

If to the Client, to:

[REDACTED]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement on the Effective Date first above written, by way of the signature of their designated officers and representatives:

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3600 Clipper Mill Road ♦ Baltimore Maryland 21211

State Board of Administration of Florida

Shapiro Negotiations Institute, LLC

[REDACTED]

[REDACTED]

By: [REDACTED]

By: [REDACTED]

Date: June 27, 2023

Date: 6/28/23

[REDACTED]

[REDACTED]

Agreement: Addendum A

This Addendum, which is made part of this Agreement, outlines Tasks for which the Client is responsible. The execution of the Tasks and any others that may be mutually agreed upon by both parties in Seminar Planning are critical to the success of the effort described in this Agreement.

Client Responsibilities:

1. **Project Administrator:** Client will assign a Project Administrator (PA) to this project to act as the single point of contact to SNI. The PA is authorized to make any decision related to this effort.

2. **Project Planning:** The PA and the SNI Logistics Coordinator will communicate to establish task completion dates for the project plan.

3. **Logistics:** The PA will provide logistical support. The support will include, but is not limited to providing Client information, as requested by the SNI Program Manager or Facilitator

4. **Pre-work:** The PA will assist in completing any pre-work requested by SNI. SNI Seminars are customized and require significant preparation. Pre-work can include activities such as:

- a. Pre-work surveys to be completed by participants
- b. Customization calls with participants or managers.
- c. Administrative support

5. **Seminar follow-up:** the PA will assist with closing out the Seminar by delivering surveys and post session related materials.