

Update 14FEB25

Confidential Contractor Release Agreement

This Contract Termination and Release of Claims Agreement ("**Agreement**") is entered into by and between Platinum MF LLC dba Verdant Strategies, with offices located at 8383 Wilshire Blvd., Suite 800, Beverly Hills, CA 90211, on behalf of itself, its corporate affiliates (if any), and their present and former employees, officers, directors, owners, shareholders, and agents, individually and in their official capacities (collectively referred to as the "**Company**"), and Joseph Powers (the "**Contractor**") (the Company and the Contractor are collectively referred to as the "**Parties**") as of the last day of execution below (the "**Execution Date**").

The Contractor's last day of work relationship with Company is January 20, 2025 (the "**Separation Date**"). After the Separation Date, the Contractor will not represent himself as being an agent or representative of Company for any purpose. Except as otherwise set forth in this Agreement, the Separation Date is the termination date of the Contractor's work relationship with Company for all purposes, meaning the Contractor is not entitled to any further compensation, monies, or other benefits from Company, including coverage under any programs sponsored by Company, as of the Separation Date.

1. Return of Property. The Contractor warrants and represents that the Contractor has returned all Company property and Company confidential information in the Contractor's possession.

2. Contractor Parties Representations. The Contractor Parties specifically represents, warrants, and confirms that the Contractor Parties:

(a) ~~has~~ ~~have~~ not filed any claims, complaints, or actions of any kind against Contractor Parties with any federal, state, or local court or government or administrative agency;

~~(b) has not made any claims or allegations to Company related to sexual harassment, sex discrimination, or sexual abuse, and that none of the payments set forth in this Agreement are related to sexual harassment, sex discrimination, or sexual abuse;~~

~~(c) has been properly paid for all hours worked for Company;~~

(d) the Contractor has received all salary, wages, commissions, bonuses, and other compensation due to the Contractor, through and including the Separation Date; and

(e) ~~has~~ ~~have~~ not engaged in any unlawful conduct relating to the business of Company either Party.

If any of these statements is not true, the Contractor Parties cannot sign this Agreement and must notify the Contractor other Party immediately in writing of the statements that are not true. This notice will not automatically disqualify the Contractor Parties from receiving the benefits offered in this Agreement, but will require Company's further review and consideration from either Party.

3. Separation Benefits. As consideration for the Contractor's execution, non-revocation, and compliance with this Agreement, including the Contractor's waiver and release of claims in Section 4 and other post-termination obligations, Company agrees to provide the following benefit to which the Contractor is not otherwise entitled:

(a) A lump sum payment of \$3,000, which shall be paid within 10 business days after the Effective Date.

The Contractor Parties understands, acknowledges, and agrees that this benefit exceeds what the Contractor Parties is are otherwise entitled to receive on termination of its work relationship with Company, and that this benefit is being given as consideration in exchange for executing this Agreement, including the general release contained in it. The Contractor Parties further acknowledges that the Contractor Parties are not entitled to any additional payment or consideration not specifically referenced in this Agreement.

~~Contractor agrees that Contractor will be exclusively responsible for the payment of any taxes owed on any amounts paid to Contractor or Contractor's attorneys under the terms of this Agreement. Company makes no representation as to the taxability of the amount paid to Contractor. Contractor agrees to pay her portion of any additional federal, state, or local taxes, if any, which are required to be paid with respect to this settlement. Moreover, Contractor agrees to indemnify Company and hold Company harmless from any interest, taxes or penalties assessed against it by any governmental agency as a result of the non-payment of taxes on any amounts paid to Contractor or her attorneys under the terms of this Agreement.~~

Each party shall be responsible for their own respective tax obligations arising from payments made under this Agreement. The Company shall issue a Form 1099-MISC to the Contractor for all amounts paid. The Contractor acknowledges and agrees that they are solely responsible for any self-employment taxes, federal, state, or local tax liabilities related to such payments. However, in the event that any governmental authority determines that the Contractor was misclassified and that employer-side payroll taxes (e.g., Social Security, Medicare, unemployment taxes) are owed, the Company shall be solely responsible for such amounts, including any associated penalties and interest. The Contractor shall have no liability for any employer-side payroll tax obligations assessed against the Company. Furthermore, each party agrees to indemnify and hold the other harmless from any claims, interest, or penalties resulting from their own failure to pay required taxes.

4. Release:

(a) Contractor's General Release and Waiver of Claims

~~In exchange for the consideration provided in this Agreement, the Contractor and the Contractor's heirs, executors, representatives, administrators, agents, insurers, and assigns (collectively, the "Releasers") irrevocably and unconditionally fully and forever waive, release, and discharge Company, including each member of Company's parents, subsidiaries, affiliates, predecessors, successors, and assigns, and each of its and their respective officers, directors, employees, and shareholders, in their corporate and individual capacities (collectively, the "Released Parties"), from any and all claims, demands, actions, causes of actions, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown (collectively, "Claims"), that Releasers may have or have ever had against the Released Parties, or any of them, arising out of, or in any way related to the Contractor's hire, benefits, contractor relationship, termination, or separation from work with Company by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter from the beginning of time up to and including the date of the Contractor's execution of this Agreement, including, but not limited to:~~

4. Mutual General Release and Waiver of Claims.

In exchange for the consideration provided in this Agreement, the **Contractor and the Company** (each a "Releasing Party" and collectively, the "Releasing Parties"), along with their respective heirs, executors, representatives, administrators, agents, insurers, assigns, officers, directors, shareholders, employees, predecessors, subsidiaries, affiliates, successors, and assigns (collectively, the "Releasers"), hereby irrevocably and unconditionally waive, release, and discharge **each other** from any and all claims, demands, actions, causes of action, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses (including attorneys' fees) of any kind whatsoever, whether known or unknown (collectively, "Claims"), that either Releasing Party may have, or has ever had, against the other, arising out of or in any way related to:

1. The **Contractor's engagement, services, compensation, benefits, and separation from the Company,**
2. Any **actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter** between the parties from the beginning of time up to and including the date of execution of this Agreement.

This **mutual release** applies to all claims under **federal, state, or local law**, including but not limited to contract claims, wage and hour claims, misclassification claims, tax-related claims, and any claims arising under common law or statutory provisions.

Notwithstanding the foregoing, this release shall **not apply** to:

- Any claims arising from **breach of this Agreement** by either party,
- Any rights that **cannot legally be waived,**
- Any obligations expressly stated in this Agreement.

~~(i) any and all claims under Title VII of the Civil Rights Act of 1964 (Title VII), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) (regarding existing but not prospective claims), the Fair Labor Standards Act (FLSA), the Equal Pay Act, the Employee Retirement Income Security Act (ERISA) (regarding unvested benefits), the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit Reporting Act (FCRA), the Worker Adjustment and Retraining Notification (WARN) Act, the National Labor Relations Act (NLRA), the Age Discrimination in Employment Act (ADEA), the Uniform Services Employment and Reemployment Rights Act (USERRA), the Genetic Information Nondiscrimination Act (GINA), the Immigration Reform and Control Act (IRCA), the Idaho Claims for Wages Act, and the Idaho Human Rights Act, all including any amendments and their respective implementing regulations, and any other federal, state, local, or foreign law (statutory, regulatory, or otherwise) that may be legally waived and released; however, the identification of specific statutes is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this general release in any manner;~~

(ii) any and all claims for compensation of any type whatsoever, including but not limited to claims for salary, wages, bonuses, commissions, incentive

compensation, vacation, and severance that may be legally waived and released;

(iii) any and all claims arising under tort, contract, and quasi-contract law, including but not limited to claims of breach of an express or implied contract, tortious interference with contract or prospective business advantage, breach of the covenant of good faith and fair dealing, promissory estoppel, detrimental reliance, invasion of privacy, nonphysical injury, ~~personal injury or sickness or any other harm~~, wrongful or retaliatory discharge, fraud, defamation, slander, libel, ~~false imprisonment~~, and negligent or intentional infliction of emotional distress; and

(iv) any and all claims for monetary or equitable relief, including but not limited to attorneys' fees, back pay, front pay, reinstatement, experts' fees, medical fees or expenses, costs and disbursements, punitive damages, liquidated damages, and penalties; and

(v) indemnification rights the Contractor has against Company.

However, this general release and waiver of claims excludes, and the Contractor does not waive, release, or discharge: (A) any right to file an administrative charge or complaint with, or testify, assist, or participate in an investigation, hearing, or proceeding conducted by any federal or state administrative agencies, ~~although the Contractor waives any right to monetary relief related to any filed charge or administrative complaint~~; and (B) claims that cannot be waived by law.

~~(b) Specific Release of ADEA Claims~~

~~In further consideration of the payments and benefits provided to the Contractor in this Agreement, the Releasers hereby irrevocably and unconditionally fully and forever waive, release, and discharge the Released Parties from any and all Claims, whether known or unknown, from the beginning of time through the date of the Contractor's execution of this Agreement, arising under the Age Discrimination in Employment Act (ADEA), as amended, and its implementing regulations. By signing this Agreement, the Contractor hereby acknowledges and confirms that:~~

~~(i) the Contractor has read this Agreement in its entirety and understands all of its terms;~~

~~(ii) by this Agreement, the Contractor has been advised in writing to consult with an attorney of the Contractor's choosing and has consulted with such counsel as the Contractor believed was necessary before signing this Agreement;~~

~~(iii) the Contractor knowingly, freely, and voluntarily agrees to all of the terms and conditions set out in this Agreement including, without limitation, the waiver, release, and covenants contained in it;~~

~~(iv) the Contractor is signing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which the Contractor is otherwise entitled;~~

~~(v) the Contractor was given at least twenty-one (21) days to consider the terms of this Agreement and consult with an attorney of the Contractor's choice, although the Contractor may sign it sooner if desired; changes to this Agreement, whether material or immaterial, do not restart the running of the 21-day period;~~

~~(vi) the Contractor understands that the Contractor has seven (7) days after~~

~~signing this Agreement to revoke the release in this paragraph by delivering notice of revocation to Company's outside counsel, Brittany Mortimer, by email at brittany@mortimerlawfirm.com before the end of this seven-day period; and~~

~~(vii) the Contractor understands that the release contained in this paragraph does not apply to rights and claims that may arise after the Contractor signs this Agreement.~~

(b) Mutual Waiver and Release of Claims Under the Age Discrimination in Employment Act (ADEA)

In further consideration of the payments and benefits provided to both the Contractor and the Company in this Agreement, each party, including their respective heirs, executors, representatives, administrators, agents, insurers, assigns, officers, directors, shareholders, employees, predecessors, subsidiaries, affiliates, successors, and assigns (collectively, the "Releasors"), hereby irrevocably and unconditionally fully and forever waive, release, and discharge each other from any and all claims, whether known or unknown, from the beginning of time through the date of execution of this Agreement, arising under the Age Discrimination in Employment Act (ADEA), as amended, and its implementing regulations.

By signing this Agreement, each party acknowledges and confirms that:

1. They have had an adequate opportunity to consult with legal counsel before signing.
2. They enter into this Agreement knowingly and voluntarily, without coercion or undue influence.
3. This release does not affect rights or claims that may arise after the execution of this Agreement.
4. They retain the right to challenge any breach of this Agreement or to exercise any rights that cannot be lawfully waived.

Both the **Contractor and the Company** acknowledge, represent, and agree as follows:

(i) Each party has read this Agreement in its entirety and fully understands all of its terms;

(ii) Each party has been advised in writing to consult with an attorney of their choosing and has consulted with such counsel as they deemed necessary before signing this Agreement;

(iii) Each party knowingly, freely, and voluntarily agrees to all of the terms and conditions set forth in this Agreement, including, without limitation, the waiver, release, and covenants contained herein;

(iv) Each party is signing this Agreement, including the waiver and release provisions, in exchange for good and valuable consideration, beyond anything to which they were otherwise entitled;

(v) Each party has been given at least **twenty-one (21) days** to consider the terms of this Agreement and consult with legal counsel, although either party may sign it sooner if desired. Any changes to this Agreement, whether material or immaterial, do not restart the 21-day review period;

(vi) Each party understands that they have **seven (7) days** after signing this Agreement to revoke their acceptance of the release provisions by delivering written notice of revocation to

the other party's designated representative or legal counsel before the end of this seven-day period; and

(vii) Each party understands that the release provisions contained in this Agreement do not apply to rights or claims that may arise after the execution of this Agreement.

(c) Waiver of California Civil Code Section 1542:

~~This Agreement is intended to be effective as a general release of and bar to all claims as stated in this Section. Accordingly, Contractor specifically waives all rights under California Civil Code Section 1542, which states, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."~~

~~The Contractor acknowledges that the Contractor may later discover claims or facts in addition to or different from those which the Contractor now knows or believes to exist with regards to the subject matter of this Agreement, and which, if known or suspected at the time of executing this Agreement, may have materially affected its terms. Nevertheless, the Contractor waives any and all claims that might arise as a result of such different or additional claims or facts.~~

(c) Mutual Waiver of California Civil Code Section 1542

This Agreement is intended to serve as a **general release and bar to all claims** as set forth in this section. Accordingly, **both the Contractor and the Company** expressly waive all rights under **California Civil Code Section 1542**, which states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Each party acknowledges that they may later discover **claims or facts in addition to or different from those** that they now know or believe to exist regarding the subject matter of this Agreement, and which, if known or suspected at the time of executing this Agreement, may have materially affected its terms. Nevertheless, **both the Contractor and the Company** waive any and all claims that might arise as a result of such different or additional claims or facts, except for claims that cannot be waived as a matter of law.

(d) Company's General Release and Waiver of Claims

In consideration of the execution of this Agreement by Contractor, Company releases Contractor from any and all claims, demands, proceedings, liens, actions, causes of action, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses (inclusive of attorneys' fees) of any kind whatsoever, arising out of the Contractor's work for the Company, up to and including the date of the Company's execution of this Agreement.

5. Effective Date. This Agreement shall not become effective until the later of (1) the eighth (8th) day

after the Contractor signs, without revoking, this Agreement; and (2) Contractor and Company's mutual deletion of his negative feedback regarding Company parties on Upwork and all other platforms ("**Effective Date**"). No payments due to the Contractor under this Agreement shall be made or begin before the Effective Date. No release of claims in favor of the Company under this Agreement shall be valid or enforceable until the Effective Date.

6. Post-Termination Obligations:

(a) Acknowledgment

~~The Contractor understands and acknowledges that by virtue of the Contractor's work relationship with Company, the Contractor had access to and knowledge of confidential, secret, and proprietary documents, materials, and other information, in tangible and intangible form, of and relating to Company and its businesses and existing and prospective customers, suppliers, investors, and other associated third parties ("**Confidential Information**"). The Contractor understands and acknowledges that Company invested significant time and expense in developing the Confidential Information and goodwill. The Contractor further understands and acknowledges that this Confidential Information and Company's ability to reserve it for the exclusive knowledge and use of Company is of great competitive importance and commercial value to Company, and that improper use or disclosure of the Confidential Information by the Contractor may cause Company to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages, and criminal penalties.~~

~~The Contractor understands and agrees that Confidential Information developed by the Contractor in the course of the Contractor's work relationship by Company is subject to the terms and conditions of this Agreement as if Company furnished the same Confidential Information to the Contractor in the first instance. Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to the Contractor, provided that the disclosure is through no direct or indirect fault of the Contractor or person(s) acting on the Contractor's behalf.~~

(b) Disclosure and Use Restrictions:

(i) Contractor Covenants. The Contractor agrees and covenants:

(A) ~~to treat all Confidential Information as strictly confidential;~~

~~(B) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever (including employees of Company) not having a need to know and authority to know and use the Confidential Information in connection with the business of Company and, in any event, not to anyone outside of the direct employ of Company; and~~

~~(C) not to access or use any Confidential Information, and not to copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control of Company, except as allowed by applicable law or with the prior written consent of an authorized officer~~

~~acting on behalf of Company (and then, such disclosure shall be made only within the limits and to the extent of such law or consent).~~

~~The Contractor understands and acknowledges that the Contractor's obligations under this Agreement regarding any particular Confidential Information begin immediately and shall continue after the Contractor's work relationship with Company until the Confidential Information has become public knowledge other than as~~

~~a result of the Contractor's breach of this Agreement or a breach by those acting in concert with the Contractor or on the Contractor's behalf.~~

~~(ii) Permitted Disclosures. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order.~~

~~Nothing in this Agreement prohibits or restricts the Contractor (or Contractor's attorney) from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self regulatory organization, or any other federal or state regulatory authority regarding this Agreement or its underlying facts or circumstances or a possible securities law violation.~~

6. Post-Termination Obligations.

(a) Acknowledgment

Both the Contractor and the Company acknowledge that, during the course of their business relationship, each party had access to and knowledge of confidential, proprietary, and trade secret information belonging to the other party. Such information may include, but is not limited to, business strategies, financial information, trade secrets, client relationships, operational procedures, and other proprietary data (collectively, "Confidential Information").

Each party recognizes that the other party has invested significant time, expense, and resources into the development of their Confidential Information and that the unauthorized use or disclosure of such information may result in financial loss, reputational harm, liability under confidentiality agreements with third parties, civil damages, and potential legal penalties.

Confidential Information does not include information that is publicly available or generally known to the public through no fault or breach of this Agreement by either party or those acting on their behalf.

(b) Mutual Disclosure and Use Restrictions

(i) Mutual Confidentiality Obligations

Each party agrees and covenants:

1. To treat all Confidential Information as strictly confidential and to take reasonable steps to prevent the unauthorized use, disclosure, or distribution of such information.
2. Not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, in whole or in part, to any third party without the express written consent of the other party, except where disclosure is required by law.
3. Not to use, access, copy, or retain any Confidential Information belonging to the other party for any purpose unrelated to the enforcement of this Agreement or as permitted by law.

Each party understands and acknowledges that their obligations under this section begin immediately and shall continue indefinitely unless:

1. The Confidential Information becomes publicly available through no breach by the receiving party.
2. The disclosing party provides written consent allowing disclosure.

(ii) Non-Disparagement & Reputational Protections

Both parties agree that:

1. Neither party shall make, publish, or communicate to any person or entity, in any public or private forum, any defamatory, misleading, or disparaging remarks, comments, or statements concerning the other party, their affiliates, employees, business practices, or reputation.
2. Each party retains the right to lawfully discuss general industry knowledge or practices without referencing the other party by name.
3. This provision does not prevent either party from making truthful statements in response to legal or regulatory requirements.

(iii) Permitted Disclosures

Nothing in this Agreement shall prohibit either party from:

1. Disclosing Confidential Information as required by law, regulation, or court order, provided that such disclosure does not exceed the extent required and that the disclosing party provides reasonable notice to the other party to allow an opportunity to seek protective relief.
2. Communicating with regulatory or law enforcement agencies, including but not limited to the Securities and Exchange Commission (SEC), Financial Industry Regulatory Authority (FINRA), or other federal or state regulatory bodies, regarding matters related to this Agreement, provided that only the minimum necessary disclosure is made.

~~7. Non-Disparagement. The Contractor agrees and covenants that the Contractor shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or maliciously false statements, or statements damaging the reputation of Company or its businesses, or any of its employees, officers, or directors now or in the future. Contractor agrees and covenants to delete any and all negative feedback and/or negative comments regarding the Company on Upwork~~

and all other platforms:

7. Mutual Non-Disparagement.

Both the Contractor and the Company agree and covenant that neither party shall, at any time, make, publish, or communicate to any person, entity, or in any public or private forum, any defamatory, maliciously false, or knowingly misleading statements about the other party, including but not limited to statements that may harm the reputation, business operations, or professional standing of the other party, its businesses, employees, officers, or directors, now or in the future.

Both parties further agree to delete any and all negative feedback and/or negative comments regarding the other party on Upwork and all other platforms, provided that such removal does not violate the terms of any third-party platform or applicable laws.

Nothing in this section shall prevent either party from making truthful statements in response to legal obligations, regulatory inquiries, or governmental investigations, or from providing testimony in any legal proceeding.

The Company agrees to instruct its employees to refrain from making any false statements or damaging the reputation of Contractor. The Company agrees to request Upwork to remove the review of Contractor provided by Company. If Upwork declines to remove the negative review posted by the Company regarding the Contractor, and if the Contractor's Job Success Score (JSS) does not revert to 100% as a result of such removal, the Company shall be obligated to compensate the Contractor in the amount of Seven Thousand Four Hundred Twenty Dollars (\$7,420) as liquidated damages. This payment shall be made within ten (10) business days following Upwork's final decision on the review removal request.

8. Confidentiality of Agreement. The Contractor Parties agree and covenants that the Contractor Parties shall not disclose any of the negotiations of, terms of, or amount paid under this Agreement to any individual or entity; provided, however, that the Contractor Parties will not be prohibited from making disclosures to the Contractor's Party's spouse or domestic partner, to any individual or entity other than as required for business reasons attorney, tax advisors, or as may be required by law. The Company will not disclose any of the negotiations of, terms of, or amount paid under this Agreement to any individual or entity other than as required for business reasons such as to its attorney and tax advisors, or as may be required by law.

9. Remedies. In the event of a breach or threatened breach by the Contractor or Company of this Agreement, Contractor and Company hereby consents and agrees that money damages would not afford an adequate remedy and that Company or Contractor shall be entitled to seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages, and without the necessity of posting any bond or other security. Any equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available relief.

If Contractor or Company breaches any obligations under this Agreement, Contractor or Company will be responsible to pay all reasonable costs and attorneys' fees that Company or Contractor incurs in the course of enforcing the terms of the Agreement.

The Parties mutually agree that this Agreement can be specifically enforced in court and can be cited as evidence in legal proceedings alleging breach of the Agreement.

10. Governing Law. This Agreement and all matters arising out of or relating to this Agreement and the Contractor's work relationship or termination thereof, whether sounding in contract, tort, or statute, for all purposes shall be governed by and construed in accordance with the laws of California (including its statutes of limitations) without regard to any conflicts of laws principles that would require the laws of any other jurisdiction to apply.

11. Entire Agreement. Unless specifically provided herein, this Agreement contains all of the understandings and representations between Company and Contractor relating to the subject matter hereof and supersedes all prior and contemporaneous understandings, discussions, agreements, representations, and warranties, both written and oral, regarding such subject matter.

12. Modification and Waiver. No provision of this Agreement may be amended or modified unless the amendment or modification is agreed to in writing and signed by the Contractor and by the CEO of Company. No waiver by any Party of any breach by any other party of any condition or provision of this Agreement to be performed by any other Party shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by any Party in exercising any right, power, or privilege under this Agreement operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

13. Severability. If any provision of this Agreement is found by a court or arbitral authority of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, or enforceable only if modified, such finding shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect and continue to be binding on the Parties.

The Parties further agree that any such court or arbitral authority is expressly authorized to modify any such invalid, illegal, or unenforceable provision of this Agreement instead of severing the provision from this Agreement in its entirety, whether by rewriting, deleting, or adding to the offending provision, or by making such other modifications as it deems necessary to carry out the intent and agreement of the Parties as embodied in this Agreement to the maximum extent permitted by law.

Any such modification shall become a part of and treated as though originally set forth in this Agreement. If such provision or provisions are not modified, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth in it. The Parties expressly agree that this Agreement as so modified by the court or arbitral authority shall be binding on and enforceable against each of them.

14. Interpretation. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement.

15. Counterparts. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart's signature page of this Agreement by facsimile, email in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document has the same effect as delivery of an executed original of this Agreement.

16. No Admission of Liability. Nothing in this Agreement shall be construed as an admission by Company or Contractor of any wrongdoing, liability, or noncompliance with any federal, state, city, or

local rule, ordinance, statute, common law, or other legal obligation. Company specifically disclaims and denies any wrongdoing or liability to Contractor. Contractor specifically disclaims and denies any wrongdoing or liability to Company.

17. Notices. All notices under this Agreement must be given in writing at the addresses indicated in this Agreement or any other address designated in writing by either Party. When providing written notice to Company, a copy must be provided to Company's CEO at the address below.

Notice to Company:

Platinum MF LLC dba Verdant Strategies
Rachel Wright
8383 Wilshire Blvd.
Suite 800
Beverly Hills, CA 90211
rwright@verdantstrategies.com
with a required copy to:
brittany@mortimerlawfirm.com

Notice to the Contractor:

The address listed below Contractor's signature below.

18. Section 409A. This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (Section 409A), including the exceptions thereto, and shall be construed and administered in accordance with such intent. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service, as a short-term deferral, or as a settlement payment pursuant to a bona fide legal dispute shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, any installment payments provided under this Agreement shall each be treated as a separate payment. To the extent required under Section 409A, any payments to be made under this Agreement in connection with a termination of work relationship shall only be made if such termination constitutes a "separation from service" under Section 409A. ~~Notwithstanding the foregoing, Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall Company be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by Contractor on account of non-compliance with Section 409A.~~

The Company agrees that all payments under this Agreement shall be classified as a 1099 non-wage settlement. In the event the IRS or any tax authority determines that any amounts are subject to additional taxation, the Company shall be responsible for any resulting penalties and shall indemnify the Contractor against such liabilities.

19. Acknowledgment of Full Understanding. THE ~~CONTRACTOR PARTIES~~ ACKNOWLEDGES AND AGREES THAT THE ~~CONTRACTOR PARTIES~~ HAVE HAS FULLY READ, UNDERSTANDS, AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE ~~CONTRACTOR PARTIES~~ ACKNOWLEDGES AND AGREES THAT THE ~~CONTRACTOR PARTIES~~ HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF THE ~~CONTRACTOR'S PARTY'S~~ CHOICE BEFORE SIGNING THIS

AGREEMENT. THE ~~CONTRACTOR~~ **PARTIES** FURTHER ACKNOWLEDGE THAT THE ~~CONTRACTOR~~ **PARTIES'** SIGNATURE BELOW IS AN AGREEMENT TO **MUTUALLY** RELEASE ~~COMPANY~~ **PARTIES** FROM ANY AND ALL CLAIMS THAT CAN BE RELEASED AS A MATTER OF LAW.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date below.

Platinum MF LLC dba Verdant Strategies

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

Signature: _____

Print Name: _____

Date: _____

Address: _____