

Contract Termination and Release of Claims 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 Representations. The Contractor specifically represents, warrants, and confirms that the Contractor:
 - (a) has not filed any claims, complaints, or actions of any kind against Company 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) has received all salary, wages, commissions, bonuses, and other compensation due to the Contractor, through and including the Separation Date; and
 - (e) has not engaged in any unlawful conduct relating to the business of Company.

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

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 understands, acknowledges, and agrees that this benefit exceeds what the Contractor is 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 further acknowledges that the Contractor is 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.

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 "**Releasors**") 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 Releasors 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:

(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 Director of People Operations, Susi Lopez, by email at susi@Companyhq.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.

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's deletion of his negative feedback regarding Company 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.

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 other 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.

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 remarks, comments, or statements concerning 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.

8. Confidentiality of Agreement. The Contractor agrees and covenants that the Contractor 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 will not be prohibited from making disclosures to the Contractor's spouse or domestic partner, attorney, tax advisors, or as may be required by law.

9. Remedies. In the event of a breach or threatened breach by the Contractor of this Agreement, Contractor hereby consents and agrees that money damages would not afford an adequate remedy and that Company 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 breaches any obligations under this Agreement, Contractor will be responsible to pay all reasonable costs and attorneys' fees that Company 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 Idaho (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 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.

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.

19. Acknowledgment of Full Understanding. THE CONTRACTOR ACKNOWLEDGES AND AGREES THAT THE CONTRACTOR HAS FULLY READ, UNDERSTANDS, AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES AND AGREES THAT THE CONTRACTOR HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF THE CONTRACTOR'S CHOICE BEFORE SIGNING THIS AGREEMENT. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT THE CONTRACTOR'S SIGNATURE BELOW IS AN AGREEMENT TO RELEASE COMPANY 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: _____