CONFIDENTIAL

September 16, 2025

PERSONAL AND CONFIDENTIAL

Dr. Michelle Loveless
Managing Director of Special Education
5515 Ohio Dr.
Frisco, TX 75035

Re: Engagement of Ethos Education Group

Dr. Loveless:

We are pleased to confirm the arrangements under which Ethos Education Group, Inc ("**Ethos**") has been engaged by Frisco Independent School District (the "**Company**") to provide and initiate a character education and mentoring program. This agreement (the "**Agreement** ") will confirm the engagement of ETHOS by the Company on the following terms and conditions.

1. Scope of Services. During the term of its engagement, ETHOS will, at the Company's request provides each of the services mentioned within Schedule A, hereto and assist the Company in whatever manner is reasonably requested by it to consummate a Transaction.

   a. Independent Contractor: The parties agree that ETHOS and its assigns are independent contractors. Likewise, nothing contained in this Agreement make any assign of ETHOS an agent, legal representative, partner, subsidiary, joint venturer, or employee of Company. Any assign of ETHOS shall not have any right or power to and shall not bind or obligate ETHOS in any way, manner, or thing, nor represent that it has any right to do so, without receiving prior written approval from ETHOS. It is understood that ETHOS has other clients and performs services beyond the scope of this particular Agreement and will perform this Agreement according to its own methods, while conforming to the prescribed standards, procedures, and requirements established herein.

2. Consideration.
Upon execution of this Agreement by the Company, the Company shall pay to ETHOS the non-refundable INITIAL retainer of One Hundred Three Thousand One Hundred and Fifty-Two Dollars $103,152.00 (the "Retainer Fee"). Said fee shall be paid by ACH or check and sent to the following address:

Ethos Education Group, Inc.
5 Cowboys Way, Suite 300U-24
Frisco, TX 75034

3. Indemnification. To the extent permitted by law, the parties to this Agreement will indemnify and hold harmless each other and its members, officers, managers, employees, and agents from and against all liability, damages, claims, suits, theft, penalties or actions of every name and description, including any and all costs and expenses related thereto, including the defense thereof, attorney fees and court costs arising out of or resulting from the act or omission, of ETHOS Client, Client's agents, assigns, Subcontractors, and/or in connection with the performance of this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Parties. Client and ETHOS can only be held liable to the limits established by the state and federal laws. All Parties' indemnification obligations shall survive the expiration or earlier termination of this Agreement.

4. Background Check. During the term of this Agreement, ETHOS shall maintain records to verify that each employee, contracted personnel or volunteer who is engaged or utilized by ETHOS to provide Program pursuant to this Agreement will undergo yearly Criminal Background Checks ("Criminal Checks") in compliance with Texas Education Code. Prior to the initiation of services under this Agreement, ETHOS shall certify to Company in writing that all ETHOS employees, contracted personnel or volunteers have passed such required Criminal Background Checks.

5. Non-Appropriation

a. Non-Appropriation and Unavailability of Funds. As Company shall make all payments under this Agreement from current revenues available, in the event no funds or insufficient funds are available at any time or during any fiscal period when such payment is due, Company shall notify Ethos of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which payment was received without penalty to Company of any kind whatsoever. However, Company shall be responsible to remit payment for all services and related expenses provided by Ethos to Company prior to the termination date.

6. Termination. This Agreement may be terminated with or without cause by ETHOS or by the Company at any time upon receipt of written notice by the other party to that effect. Upon termination of the Agreement, neither party will have any liability or continuing obligation to the other, except that: (i) the provisions of Appendix A to this Agreement will survive any such termination; (ii) the Company will remain liable for any out-of-pocket expenses incurred by ETHOS up to the time of termination; and (iii) the Company will remain obligated to pay all fees mentioned in section 2.

Notices shall be sent to the following addresses:

Ethos Education Group, Inc.
PO Box 72, 8700 Stonebrook Pkwy
Frisco, TX 75034

Frisco ISD
5515 Ohio Dr.
Frisco, TX 75035

7. Information. The Company will provide ETHOS with all information concerning the Company that ETHOS reasonably deems appropriate in connection with its engagement and will provide ETHOS with access to the Company's officers, directors and advisors. All such information will be true and accurate in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading. The Company acknowledges that ETHOS will be using and relying upon the accuracy and completeness of information supplied by the Company in connection with its engagement without independent verification.

8. Insurance. Throughout the term of this agreement, ETHOS shall maintain, at its sole cost and expense, a policy or policies of general comprehensive liability insurance with limits of not less than $1,000,000.00. ETHOS shall list the other as an additional insured under the party's general commercial liability insurance policy(ies). ETHOS shall further maintain Worker's Compensation Insurance and Abuse and Molestation coverage at levels approved by Company. Such policy or policies shall be written by an insurance company or companies reasonably satisfactory to Company and licensed to do business in the State of Texas.

b. ETHOS shall provide Company, thirty (30) days prior to commencement of performance of this Agreement, a certificate or certificate(s) of insurance evidencing required insurance coverage, in a form reasonably satisfactory to Company. Throughout the term of this Agreement, ETHOS shall provide an updated certificate of insurance coverage upon expiration of the current certificate.

c. ETHOS will insure its own equipment.

9. Fraud or Misrepresentation. Company and ETHOS agree to deal honestly and ethically. In the event there is fraud or misrepresentation by either party, this agreement will become null and void subject to the provisions as outlined in Sections 4 of this agreement

10. No Fiduciary Obligation. The Company represents that it is a sophisticated business enterprise that has retained ETHOS for the limited purposes set forth in this Agreement, and the parties acknowledge and agree that their respective rights and obligations are contractual in nature. This Agreement is solely for the benefit of ETHOS, the Company and each of their respective members, managers, officers, directors, employees and agents, and any person controlling them within the meaning of the Securities Act of 1933, as amended, and the respective legal representatives, successors and assigns of ETHOS and the Company, and no other person shall acquire or have any right under or by virtue of this Agreement.

11. Amendments. This Agreement may not be amended or modified except in writing and shall be governed by and construed in accordance with the laws of the State of Texas, without

regard to principles of conflicts of laws. These written amendments or modification will have to be mutually agreed upon by both parties.

12. Governing Laws and Forum. This agreement shall be governed by and construed and enforced, in all respects, in accordance with the laws of the state of Texas, and to the extent that national laws apply, in accordance with the laws of the United States of America.

13. Dispute resolution.

a. Disputes: A good faith dispute concerning the determination or calculation of payments owed to ETHOS for goods or services rendered hereunder shall not be considered a breach of this Agreement, provided that Client deposits the disputed amount into an escrow account and offers to arbitrate the matter as discussed below.

Any controversy concerning this Agreement will be submitted to arbitration and settled and/or finally determined by an arbitrator mutually acceptable to both parties. If the parties are unable to agree on a single arbitrator, each party, at its own expense and upon notice to the other party, shall appoint one arbitrator. If a party does not appoint an arbitrator within twenty (20) business days after the other party has given notice of the name of its appointed arbitrator, the single arbitrator first appointed shall be the sole arbitrator, and the arbitrator's decision shall be binding upon both parties. If two arbitrators are appointed, they shall operate as a panel and jointly work to adjudicate or otherwise resolve the dispute. One arbitrator shall act as the lead and be responsible for notifying the parties of any decisions and handling any procedural and/or administrative matters. Their collective written decision shall be binding and conclusive on the parties hereto and enforceable in any court of competent jurisdiction. If the two arbitrators deadlock or are otherwise unable to jointly resolve the dispute, they shall appoint a third arbitrator to resolve the dispute. The third arbitrator's written decision will be binding and conclusive on the parties hereto and enforceable in any court of competent jurisdiction. The appointment of the third arbitrator shall be made within ten (10) business days following the date the first two arbitrators notify the parties that they are deadlocked or otherwise at an impasse. The laws of the United States and the State of Texas shall govern all disputes. The parties will equally bear the cost and fees of the third arbitrator.

14. Integration. This agreement replaces and merges any previous agreements and discussions pertaining to the subject matter covered herein. This agreement constitutes the entire agreement of the Parties and contains all of the covenants, promises, representations, warranties, and contracts between the Parties with respect to such matters. Each Party to this agreement acknowledges that no representation, inducement, promise, or agreement, oral or written, has been made by either Party with respect to the foregoing matters which is not embodied herein, and that no contract, arrangement, agreement, statement, or promise that is not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing and signed by each Party whose rights hereunder are affected thereby.

15. Acknowledgement by Counsel. Each Party to this agreement individually and separately acknowledges to have had the opportunity to consult legal counsel concerning this agreement, and each Party has read and understands this agreement, is fully aware of its legal effect, and has entered into it freely based upon his/its/their own judgment and not on any representations or promises other than those contained in this agreement.

16. Miscellaneous

- ***Survival*** - The representations, warranties and indemnities contained herein will survive the termination of this Agreement.

- ***Enforceability and Severability*** - If, for any reason, any portion of this Agreement will be unenforceable or determined by a court of competent jurisdiction to be in violation of or contrary to any applicable statute, regulation, ordinance, order, or common law doctrine, then that portion will be of no effect. Nevertheless, the balance of the Agreement will remain in full force and effect as if such provision were never included.

- ***Amendments*** - No addition, amendment or modification of any provision contained in this Agreement shall be effective unless fully set forth in a written instrument duly and validly executed and delivered by all parties hereto.

- ***Counterparts*** - This Agreement may be executed in one or more counterparts, with original, telefax and/or electronic signature(s), each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

- ***Entire Agreement*** - This Agreement embodies the entire agreement and supersedes all prior agreements and understandings, whether written or oral, between the parties with respect to the subject matter hereof. The recitals and other provisions appearing in the Recitals at the beginning of this Agreement are hereby expressly incorporated into this Agreement.

- ***Assignment*** - This Agreement shall not be assigned by either party without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns.

- ***Headings*** - Article and section headings used in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.

- ***Time of the Essence*** - Time is of the essence with regard to each and every provision of this Agreement

- ***Power and Authority*** - The Parties represent and warrant that each has full right, power, and authority to perform its obligations pursuant to this Agreement, and this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of each party. This Agreement has been duly and validly executed by each party and is the valid and binding obligation of each party enforceable in accordance with its terms, subject to equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditor's rights and remedies generally.

The parties have caused this Agreement to be executed by their duly authorized representatives.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURES

If this Agreement accurately sets forth the understanding between us, please sign the enclosed copy of this Agreement below and return it to ETHOS, at which time this Agreement will become a mutually binding obligation.

Very truly yours,

Ethos Education Group

By: ________________________________
Name:
Title:

Agreed to as of the above date:

Frisco Independent School District

By: ________________________________
Name:
Title:

SCHEDULE A

SCOPE OF WORK PROPOSAL

Listed below is a proposed Scope of Work to outline the Programs:

SERVICES
ETHOS will provide the following services to the Company:
Social and Emotional Learning Platform – Mentorships, Motivation, Behavior Modification and Self-Advocacy will be the focus.

Workshop Dates - September 2025 – May 2026

School Population	Total # of Students *	Period	Cost **	Mode
4 Frisco Schools	320	16 weeks	$103,152	Once a Week

SCHEDULE OF WORKSHOPS: ***

- Legacy Plan – Core Curriculum (8-weeks per semester)
- Introduction/Week 0
- Identity/Week 1
- Purpose/Week 2
- Values/Week 3
- Vision & Goals/Week 4
- Recap & Presentation Preparation/Week 5
- Presentation Preparation (If needed) or Presentation/Week 6
- Presentation & Celebrations/Week 7

ACTIVITY	QTY	RATE	AMOUNT
Ethos Village School Year - August 1, 2025 through May 31, 2026. Platinum licensing fee for Ethos Village. This fee is established by the ADA range of 1 - 1,500 students	1	5,000.00	5,000.00
Online Setup School Year - August 1, 2025 through May 31, 2026. Virtual Classroom Setup and Online Access	4	600.00	2,400.00
Workshops School Year - August 1, 2025 through May 31, 2026. Ethos Workshop - Each Campus will have a maximum of 32 workshops (Fall Semester 16 workshops and Spring Semester 16 workshops) Each workshop will have a maximum of 15 students	128	750.00	96,000.00
Ethos Gift Fund FISD Campus Liaison Grant	4	1,000.00	4,000.00
Ethos Gift Fund Ethos donation funds used to subsidize selected program expenses	-106,200	0.04	-4,248.00

SUBTOTAL	103,152.00
TAX	0.00
TOTAL	**$103,152.00**

****** This total population will cover the following campus: 4 Schools (0 HS, 1 MS and 3 Elementary). Average target population is estimated to be 40 students (20 Boys/ 20 Girls) per campus. 16 workshops per semester per campus.*
***** Please refer to the itemized quote.***
******* Each class will be for approximately -35 - 50 minutes and will be led by Campus Liaisons.***

Fees

As consideration for the services provided by ETHOS, the fee structure is as follows:

- $103,152.00 initial retainer (non-refundable)

Next Steps

The next steps are as follows:

1. Mutual agreement on scope of work and timing
2. Mutual agreement on fee structure
3. Execution of an engagement letter
4. Payment of retainer fees
5. Execution on the scope of work