

Memorandum of Agreement

This Memorandum of Agreement is made on August 01, 2022 by and between ZeduPlus, 5286 River Glenn Drive #429, Las Vegas, Nevada, 89103, hereinafter "ZP" and TEACH Las Vegas, 4660 N. Rancho Drive, Las Vegas, Nevada, 89130, hereinafter "TLV".

The parties hereby bind themselves to undertake a Memorandum of Agreement ("Agreement") under the following terms and conditions:

TERM. The term of this Agreement shall be 9 Months unless terminated sooner in accordance with the terms of this Agreement (the "Term").

GOALS AND OBJECTIVES. Afterschool Care & Enrichment Program 2022 - 2023 The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

Offering students an afterschool care and enrichment program that is supporting academic growth and develops skills of the 21st century in an engaging and interactive way.

The program will start on the first day of the school year and will finish on the last day of the school year.

The program will be delivered Monday thru Friday, between 2:30 PM to 6:00 PM.

The daily timetable outline includes:

2.30- 3.00 - Relax and Recharge/exercise to relax after the school day and get ready for the homework and enrichment part.

3.00 - 4.00 Homework + Exercise.

4.00 - 4.30 Superhero training - a movement that builds physical and mental strength.

4.30- 4.45 snack, water.

4- 4.45 Riddle of the Day - developing critical thinking, logic.

5- 5.45 Enrichment Time Theme of the Month.

5:45 - 6 pm What was the best thing you learned/experienced today.

OBLIGATIONS OF THE PARTIES.

ZP shall perform the following obligations:

Afterschool Care & Enrichment Program for students between grades: K - 10

including homework support and differentiated programs.

TLV shall perform the following obligations:

1. Location for the program & activities.
2. Enrollment of students into the program.
3. WIFI.
4. Devices for students.

CONFIDENTIALITY. Subject to sub-clause (2) below, each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement.

Each party may disclose information which would otherwise be confidential if and to the extent:

- (i) required by the law of any relevant jurisdiction;
- (ii) the information has come into the public domain through no fault of that party; or
- (iii) the other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after consultation with and notice to the other party.

RELATION OF THE PARTIES. The nature of relationship between ZP and TLV is that of The nature of relationship between ZP and TLV is that of ZeduPlus is contracted by Teach Las Vegas for Afterschool care and enrichment programs.

CONSIDERATION. This Agreement is being made in consideration of the following:
Teach Las Vegas remit to pay ZeduPlus services listed herein a total of: \$175/Student/20 days.

*Payments minimum for 20 students.

Minimum \$3,500 Payment/20 Days.

*On each payment day TEACH Las Vegas will remit \$3,500 to ZeduPlus.

All additional students of the previous 20 days will be invoiced based on the attendance sheet of the previous 20 days.

TEACH Las Vegas Payment Schedule for 2022 - 2023 Academic Year:

Payment 1 - \$3,500: due on the 8th of August 2022 for the period of 8th of August to 2nd of Sept 2022.

Payment 2 - \$3,500 + additional students from period 1: due on the 6th of September 2022 for the period of 6th of September to 4th of October 2022.

Payment 3 - \$3,500 + additional students from period 2: due on the 5th of October 2022 for the period of 5th of October 2022 to 4th of November 2022.

Payment 4 - \$3,500 + additional students from period 3: due on the 7th of November 2022 for the period of 7th of November 2022 to 12th of December 2022.

Payment 5 - \$3,500 + additional students from period 4: due on the 13th of December 2022 for the period 13th of December 2022 to 26th of January (2023).

Payment 6 - \$3,500 + additional students from period 5: due on the 27th of January 2023 for the period of 27th of January 2023 to 27th of February 2023.

Payment 7 - \$3,500 + additional students from period 6: due on the 28th of February 2023 for the period of 21st of February 2023 to 28th of March 2023.

Payment 8 - \$3,500 + additional students from period 7: due on the 29th of March 2023 for the period of 29th of March 2023 to 3rd of May 2023.

Payment 9 \$3,500 + additional students from period 8: due on the 4th of May 2023 for the period of 4th of May 2023 to 24th of May 2023.

Payments must be made by ACH:

Account Name: ZeduPlus
Account Number: 6699666704
Routing Number: 321270742
Bank Name: Wells Fargo

REPRESENTATIONS AND WARRANTIES. Each party to this Agreement represents and warrants to the other party that he/she/it:-

- (a) has full power, authority and legal right to execute and perform this Agreement;
- (b) has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement;
- (c) this Agreement constitutes the legal, valid and binding obligations of such party in accordance with its terms; and
- (d) shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement.

TERMINATION. Either party may terminate its performance of related obligations under this Agreement with thirty (30) days written notice. Any termination of this Agreement shall not absolve the Parties from the obligation to observe the confidentiality measures and other restraints as set out herein.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHTS. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of Nevada.

SIGNATORIES. This Agreement shall be signed on behalf of ZeduPlus by Maria Toma, Managing Director and on behalf of TEACH Las Vegas by Matt Brown, CFO/COO and effective as of the date signed written above.

Matt Brown, CFO/COO TEACH Las Vegas

Date

Maria Toma, Managing Director ZeduPlus

Date