

PROFESSIONAL SERVICES AND CONFIDENTIALITY AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into beginning July 1, 2024, by and between Larson Communications (“Larson”) and Navigator Schools (“Navigator”) with respect to the following facts:

RECITALS

- A. Navigator is a non-profit entity qualified to do business under the laws of the State of California.
- B. Larson is engaged in the business of communications and wishes to provide services to Navigator.
- C. Navigator wishes to retain Larson on a non-exclusive basis to provide services to Navigator pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement and for other good and valuable consideration, it is agreed as follows:

1. Term and Termination.

The term of the Agreement shall commence on July 1, 2024 and will conclude on June 30, 2025, subject to renewal. Either party may terminate the Agreement at any time with 60 days written notice. No additional payment or compensation shall be required or forthcoming to Larson upon termination. This Agreement supersedes all prior agreements.

2. Confidential Information.

Navigator’s Confidential Information includes but is not limited to: trade secrets, inventions, Navigator’s business development activities, proprietary information, personal information about Navigator, their business, business model, customers, suppliers, vendors, clients and employees not being generally known to the public. Larson acknowledges that many aspects of the business and affairs of Navigator are confidential and that Larson heretofore had or will have access to certain commercial and other confidential, private information relating to or concerning Navigator. Larson acknowledges that all Confidential Information is exclusively owned and controlled by Navigator.

- a. Larson expressly agrees that it shall not, directly or indirectly, verbally or otherwise, either during or after the performance of services for Navigator, disclose, publish, reveal, disseminate, or cause to be disclosed, published, revealed, or disseminated, without the prior express written consent of Navigator any Confidential Information whatsoever.
- b. Larson acknowledges and agrees that any disclosure of Confidential Information will cause irreparable harm to Navigator and that these damages are not susceptible to measure. In the event of a breach or threatened breach of this Agreement, Larson and Navigator hereby agree that any remedy at law for any breach or threatened breach of this Agreement will be inadequate and, accordingly, each party hereby stipulates that Navigator is entitled to obtain injunctive relief for any such breaches or threatened breaches, without the need to prove actual damages or for the posting of a bond or other undertaking.
- c. Larson understands that this Confidential Information provision is a material term of this Agreement and any breach of this provision shall be considered a material breach and shall survive termination of the Agreement. Within 24 hours after termination of this

Agreement or within 24 hours after any notice of termination of this Agreement is given, Larson shall return all Confidential Information, Navigator Property and/or Proprietary Information to Navigator.

3. Duties.

Larson is engaged as a communications consultant, on a non-exclusive basis to provide services to Navigator.

- a. Larson shall have the right to sell its services to any other company or entity, provided that such activities do not interfere with the performance of Larson's duties hereunder and such services do not conflict with Navigator's interests or the interests of Navigator's clients.
- b. Navigator shall have no right to control the manner or the means by which Larson performs services for Navigator. Navigator shall not be required to make available to Larson any facilities or equipment.
- c. The duties and services of Larson shall include deliverables specifically but not limited to the following:
 - a. Annual plan
 - b. Messaging refresh
 - c. Proactive communications campaigns
 - d. Thought leadership development including conference support
 - e. Strategic counsel
 - f. Long-lead time story development
 - g. Continuous pitching and rapid media responses
 - h. Stakeholder Communications
 - i. Development Outreach Communications
 - j. Expansion support (limited)
 - k. Crisis communications engagement (as needed)
- d. Any additional duties or responsibilities asked of Larson by Navigator may be separately scoped at both Navigator's and Larson's agreement.
- e. Larson shall communicate with Caprice Young or her Navigator-specified designee(s), for all purposes relating to this Agreement.
- f. Larson may hire or contract with other people to fulfill the obligations under this Agreement, as Larson deems necessary. Larson understands, however, that this Agreement is with Larson alone, and that Larson is solely responsible to see that its terms are met. Larson is solely responsible, also, for payments to anyone else with whom Larson hires or with whom Larson may contract.

4. Compensation.

- a. Larson and Navigator agree that this Agreement is adequately supported by the material covenants and agreements expressed herein.
- b. Navigator shall pay Larson a minimum monthly amount for services known as the monthly retainer. The purpose of the monthly retainer is to provide discounted professional

services in exchange for a commitment from Navigator to a minimum discounted monthly fee. The monthly retainer of \$10,000.00 is due on the beginning of each month, in advance of that month, beginning in July 2024, with the final payment in June 2025. This fee will entitle Navigator to 55 hours per month in discounted professional services to carry out the scope of work outlined in paragraph 3, Duties. Payment shall be submitted to Larson upon e-mail receipt of invoice at the end of each month either through ACH deposit or to:

Larson Communications
Attn: Gary L. Larson
32158 Camino Capistrano
Suite A-108
San Juan Capistrano, CA 92675

c. Larson and Navigator agree that the monthly retainer entitles Navigator to utilize hourly services from Larson at the discounted rates. If Larson's services at the discounted rates exceed the 55 monthly hours on this Agreement, then Navigator is to pay Larson for additional hours at Larson's standard hourly rates of \$225 per hour.

d. A late payment fee of 1.5% per month will be charged on all unpaid balances over 60 days from the date of the invoice.

5. Expenses.

It is understood and acknowledged by the parties that Larson, in connection with the services to be performed by Larson for Navigator, may be authorized by Navigator to expend monies for business expenses. It is expressly acknowledged that Larson shall bear all such expenses, and that Larson shall be entitled to reimbursement or allowance for expenses authorized by Navigator, with Navigator's advanced approval.

6. Ownership of Inventions.

Larson agrees to communicate to Navigator as promptly and fully as practicable all Inventions conceived or deduced at any time during its relationship with Navigator. Larson hereby assigns to Navigator and/or its nominees all right, title and interest in such Inventions, and all right, title and interests in any patents, copyrights, patent applications, or copyright applications based thereon. Larson will assist Navigator and/or its nominees at any time and in every proper way to obtain for its and/or their own benefit, patents and copyrights for all such Inventions anywhere in the world and to enforce its and/or their rights in legal proceedings.

7. Independent Contractor Status.

Larson is retained by Navigator only for the purposes and to the extent set forth in this Agreement, and Larson's relationship to Navigator shall be that of an independent contractor. Larson shall be free to dispose of such portion of Larson's entire time, energy and skill during regular business hours, as Larson is not obligated to devote hereunder to Navigator, in such manner as Larson sees fit, and to such person, firm or entity as Larson deems advisable. Larson shall not be considered under this Agreement as having employee status or as being entitled to participate in any plans, arrangements or distributions by Navigator pertaining to or in connection with any pension, stock, bond or profit sharing plan or any other similar fringe benefit for Navigator's regular employees. The relationship between Larson and Navigator is that of independent contractor under a "work for hire" arrangement.

All work product developed by Larson shall be deemed owned and assigned to Navigator. This Agreement is not authority for Larson to act for Navigator as its agent or make commitments for Navigator. Larson will not be eligible for any employee benefits, nor will Navigator make deductions from fees to the consultant for taxes, insurance, bonds or the like. Larson retains the discretion in performing the tasks assigned, within the scope specified.

8. Conduct by Larson.

Larson agrees to conduct Larson's business in a reputable manner and agrees to comply with all federal, state and municipal laws, rules and regulations. Larson, or anyone engaged directly or indirectly by Larson, shall have all required permits, licenses and government approvals from the appropriate jurisdiction necessary to perform the services. Larson, or anyone engaged directly or indirectly by Larson, shall not act inappropriately, including but not limited to, giving gifts or seeking or giving favors to or from Navigator's employees. Larson shall notify Navigator if it becomes aware of any inappropriate act, or activities beyond the scope of the services contemplated by this Agreement, of its employees or others directly or indirectly engaged by it, or Navigator's employees.

9. Conduct by Navigator.

Larson appreciates the opportunity to serve Navigator. Larson expects that Navigator recognizes the substantial investment in recruiting and training its team to properly and effectively serve Navigator. In order to protect that investment, Navigator agrees that during the term of this Agreement and for a period of one year following the termination of this Agreement, Navigator shall not induce any employee to terminate his or her employment with Larson in order to work, either directly or indirectly, for or on behalf of Navigator.

10. Taxes.

Larson acknowledges that no federal or state withholding taxes, FICA, SDI, or other employee payroll taxes or deductions are made with respect to compensation paid to Larson pursuant to this Agreement. Larson is responsible for all such taxes, and agrees to report for federal and state income all such compensation, and to pay all taxes due thereon and to indemnify, defend and hold Navigator harmless in the event that any claims made by any taxing authority, by reason of Larson's failure to properly pay any and all taxes which are due in relation to the services provided pursuant to this Agreement.

11. Indemnification.

Larson indemnifies and holds harmless Navigator, their officers, directors, employees, agents and counsel, from and against any and all liabilities, losses, damages, claims, causes of action, judgments, suits, penalties, and any connected expenses (including reasonable attorneys' fees) that are caused, directly or indirectly, by or as a result of the performance by Larson or its employees or agents of the services provided pursuant to this Agreement, provided that nothing herein shall be construed to require Larson to indemnify Navigator from or against the negligent acts of Navigator or its employees.

Navigator indemnifies and holds harmless Larson, their officers, directors, employees, agents and counsel, from and against any and all liabilities, losses, damages, claims, causes of action, judgments, suits, penalties, and any connected expenses (including reasonable attorneys' fees) that are caused, directly or indirectly, by or as a result of the performance by Larson or its employees or agents of the services provided pursuant to this Agreement, provided that nothing herein shall be construed to require Navigator to indemnify Larson from or against the negligent acts of Larson or its employees.

This paragraph 11, Indemnification, shall survive termination of the agreement.

12. General Terms and Conditions.

- a. This Agreement constitutes the entire agreement between Larson and Navigator. No amendment or modification of this Agreement shall be effective unless executed in writing by both Navigator and Larson.
- b. This Agreement shall not be assigned without the prior written consent of Navigator.
- c. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties, and executed by Navigator. Either party may in writing waive any provision of this Agreement to the extent such provision is for the benefit of the waiving party. No waiver by either party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by the other party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- d. In the event that Larson believes that Navigator is in breach of this Agreement, Larson shall give written notice of the alleged breach to Navigator and Navigator shall have twenty days to cure any breach.
- e. If any provision of this Agreement is determined to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.
- f. The prevailing party in any proceeding brought to enforce, interpret or apply any provision of this Agreement, shall be entitled to recover all costs and expenses of the proceeding and investigation, including its actual attorneys' fees.

The undersigned persons are authorized by the parties hereto sign this agreement and have read and fully understand the foregoing and it is their intent to be bound by the terms and conditions hereof:

Gary L. Larson
President
Larson Communications

Dr. Caprice Young
Chief Executive Officer
Navigator Schools