



PROGRAM AGREEMENT

This Agreement (the "Agreement") is made and entered between GOOD SPORTS PLUS LTD., a California corporation doing business as **arc**, hereafter referred to as "Company", and The Accelerated Schools located at 4000 S. Main Street, Los Angeles, CA 90037 (services to be provided to **TAS**) hereafter referred to as "School". In consideration of the covenants and conditions hereinafter set forth, Company and School agree as follows:

1. **Services:** Company to provide school site-based Learning Lab staffing support for students at TAS for remainder of school year 2020-2021 ("Services") pursuant to the schedule attached as **Exhibit "A"**, which is incorporated by this reference. Except where specifically noted, terms outlined in Exhibit "A" will take precedence in all instances.

2. **Term:** This Agreement shall commence on March 12, 2021 and continue through the last day of school, June 2021. Performance of services to begin April 5, 2021 and continue through the last day of school, June 2021.

3. **Time Obligations and Fees:** School agrees to use the services of Company. Company will run a program Tuesday through Friday every day school is in session. Company will invoice The Accelerated Schools monthly for \$12,000, April through June 2021, for the total of \$36,000.

4. **Property Ownership.** Any supplies and equipment purchased with funds remain the property of the School.

5. **Defaults.** If a party breaches any provision of this Agreement, upon seven (7) days notice from the non-breaching party, the party in breach must cure the breach or commence a cure if the cure would take more than seven (7) days. After the end of the cure period with a cure by the party in breach, the non-breaching party may at its option terminate this Agreement and seek damages through the arbitration provision contained herein.

6. **Insurance.** Each party will carry its own liability insurance. All employees working for the company will be covered under Company's Workers' Compensation policy.

7. **Solicitation of Instructor.** The School acknowledges that the Company has incurred great expense in hiring, training and placing the Company's staff. Furthermore, the School understands and agrees that the replacement of any of the Company's staff is difficult, time consuming and adversely affects the operations of the Company. Therefore, during the Term, for one year thereafter and as long as a staff member of the Company is employed by the Company, School shall not solicit, engage or hire any staff of the Company without written consent by Company. In the event the School hires a member of the Company's staff with written consent, the School shall pay the Company an amount of \$25,000. Under the circumstances, the School agrees that the foregoing is fair and reasonable.

8. **Miscellaneous Provisions.**



(a) Any dispute or claim arising under or respect to this Agreement will be resolved by arbitration in Los Angeles, California in accordance with the rules of the American Arbitration Association before one (1) mutually agreed upon arbitrator. The decision or award of the arbitrators shall be final and binding upon the parties. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. A party shall have all discovery rights set forth in the California Code of Civil Procedure. By agreeing to this arbitration procedure, the parties knowingly waive their rights to appeal and a trial by jury.

Initials of Company

Initials of School

(b) Attorneys' Fees and Costs. In any action, judicial reference or arbitration proceeding between the parties for the interpretation, reformation, enforcement or rescission of this Agreement or the enforcement of any judgment or award previously obtained with respect to this Agreement, the prevailing party will be entitled to recover from the other party reasonable attorneys' fees and court and other costs incurred. The parties specifically agree that if a party incurs expenses in any bankruptcy proceeding in which the other party is a debtor, and in order to enforce its right, then the non-bankrupt party shall be entitled to its costs and attorney's fees expended in the bankruptcy proceedings.

(c) Capacity to Sign. All parties covenant that they possess all necessary capacity and authority to sign and enter this Agreement. All individuals signing this Agreement for a corporation, a partnership, or other legal entity, or signing under a power of attorney or as a trustee, guardian, conservator, or in any other legal capacity, covenant that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

(d) Captions. The article and section headings are for reference only and in no way define, limit, extend or interpret the scope of this Agreement or of any particular article or section.

(e) Construction. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not for or against any party by reason of such party or its legal counsel having prepared this Agreement or any of its provisions.

(f) Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one original agreement.

(g) Entire Agreement. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein, in the exhibits hereto, if any, and the documents referred to herein or implementing the provisions hereof. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either party to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations,



negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.

(h) Governing Law, Exclusive Jurisdiction. This Agreement is being delivered in the State of California and shall be construed and enforced in accordance with the laws of the State of California. Each party consents to the exclusive jurisdiction and venue in any state or federal court located within Los Angeles County, State of California, for any action brought or maintained hereunder.

(i) Modification. No modification, waiver or discharge of this Agreement will be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver or discharge is or may be sought.

(j) No Waiver. A party's failure to insist on the strict performance of any covenant or duty required by the Agreement, or pursue any remedy under the Agreement, shall not constitute a waiver of the breach or the remedy.

(k) Number and Gender. Where the context in which words are used in this Agreement indicates that such is the intent, the words in the singular number shall include the plural and vice versa, and the words in the masculine gender shall include the feminine and neuter genders and vice versa.

(l) Severability. In the event that any provision of this Agreement shall be held to the invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

(m) Successors and Assigns. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties signatory hereto, and their successors and assignees.

(n) Exhibits. All exhibits that are attached to this Agreement are made a part hereof.

(o) Confidentiality. Each party agrees that the terms and provisions of this Agreement (including, without limitation, all oral and written negotiations leading to this Agreement) are confidential and will not be released, without the approval of the other party(ies), to any other persons except a lender(s) of any party and legal counsel, accountants and other consultants of any party. Each party shall be responsible for its employees maintaining the confidentiality required by this paragraph.

(p) Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder will be in writing and will be deemed to have been duly delivered (i) upon personal delivery, (ii) upon telecopier transmittal, provided the party transmitting the written communication receives written confirmation of receipt of the transmission from its own telecopier and send a copy of such transmittal record on the same day of the transmission by United States first class mail, postage prepaid, addressed as herein below



provided, or (iii) as of the second business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Company, to: GOOD SPORTS PLUS LTD dba arc
370 Amapola Ave, Ste 208
Torrance, CA 90501
Attention: Brad Lupien
Telephone: 310-671-4400

If to School, to: The Accelerated Schools
4000 S. Main Street
Los Angeles, CA 90037
Attention: Vincent Shih
(323) 235-6343
vshih@accelerated.org

or to such other address as any party will designate to the others for such purpose in the manner set forth above.

The agreed upon fee for services is \$36,000.

The parties agree to the foregoing as of March 12, 2021 in Los Angeles, California.

Company:

School:

GOOD SPORTS PLUS LTD,
a California corporation

The Accelerated School
4000 S. Main Street
Los Angeles, CA 90037

By: Brad Lupien
its CEO & President

By: Vincent Shih
its Chief Financial Officer

Signature: _____
Date: _____

Signature: _____
Date: _____



Exhibit "A" to Program Agreement
for
THE ACCELERATED SCHOOLS

COMPANY MUST PROVIDE the
THE ACCELERATED SCHOOL (TAS),
4000 S. MAIN STREET, LOS ANGELES CA 90037 with the following

To provide arc staffing support on school campus site for Learning Labs for grades 3-5 at TAS.

1. Learning Lab supervision during regular school day hours:
 - a. By grade level, one lab per grade 3-5
 - b. Seven hours daily
 - c. Tuesday through Friday
 - d. Three staff