

FranklinCovey Client Sales, Inc. 2200 West Parkway Boulevard Salt Lake City, Utah 84119

# FRANKLIN COVEY ALL ACCESS PASS® LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into between FranklinCovey Client Sales, Inc. and the following organization ("Client") and allows certain Client employees ("Passholders") access to the FranklinCovey Solutions (described below) maintained on FranklinCovey's All Access Pass™ platform located in the United States (the "Portal").

| Client Organization: | Career Source Sun Coast       |
|----------------------|-------------------------------|
| Contact Person:      | Kathy Bouchard                |
| Address:             | 1112 Manatee Ave E            |
|                      | Bradenton, Florida 34208-2152 |
| Telephone:           | (941) 358-4080 x1129          |
| Email:               | kbouchard@careersourcesc.com  |

### **License Information**

| Pass Type                                  | License<br>Start Date | License<br>End Date | Number of<br>Passholders | Final Net Price | Fee Per<br>Additional<br>Passholder |
|--|-----------------------|---------------------|--------------------------|-----------------|-------------------------------------|
| All Access Pass                            | 8/31/2018             | 8/30/2019           |                          | \$16,200.00     |                                     |
| All Access Pass                            | 8/31/2019             | 8/30/2020           |                          | \$16,200.00     |                                     |
| All Access Pass                            | 8/31/2020             | 8/30/2021           |                          | \$16,200.00     |                                     |
| All Access Pass- 7 Habits Foundations Only | 8/31/2018             | 8/30/2019           |                          | \$54,000.00     |                                     |
| All Access Pass- 7 Habits Foundations Only | 8/31/2019             | 8/30/2020           |                          | \$54,000.00     |                                     |
| All Access Pass- 7 Habits Foundations Only | 8/31/2020             | 8/30/2021           |                          | \$54,000.00     |                                     |

(1) The reduced price offered to Client is conditioned on its commitment to a three (3) year term. If Client terminates the Agreement for convenience, FranklinCovey will invoice client the difference between the reduced price and the regular price. See Section E below.

### FranklinCovey Solutions

| Building Business Acumen™                              | Millennials @ Work™  |
|--|--|
| Find Out WHY: The Key to Successful Innovation™        | Presentation Advantage®                                    |
| FranklinCovey Excelerators®                            | Project Management Essentials®                             |
| FranklinCovey Insights™                                | Speed of Trust <sup>®</sup> Foundations                    |
| Jhana®: Bite-Sized Learning for Leaders                | The 4 Essential Roles of Leadership™                       |
| Leaders @ Change™                                      | The 5 Choices to Extraordinary Productivity®               |
| Leadership Foundations™                                | The 6 Critical Practices for Leading a Team™               |
| Leadership Modules™                                    | The 7 Habits for Managers®                                 |
| Leadership: Great Leaders, Great Teams, Great Results® | The 7 Habits of Highly Effective People® Foundations       |
| Leading at the Speed of Trust®                         | The 7 Habits of Highly Effective People® Signature Program |
| Managing Millennials™                                  | The 7 Habits <sup>®</sup> Leader Implementation            |
| Meeting Advantage™                                     | Writing Advantage®   |

#### Total Investment: \$234,000.00

Client may contact FranklinCovey via email to purchase additional licenses or optional products and/or services. For some products and services where additional terms are necessary, an order form will be issued.

### **Optional Passholder-Only Products/Services**



If this Agreement is executed by Client after the License Start Date above, FranklinCovey may adjust the License Start and End Date based on the date FranklinCovey activates the License and provided the License Term does not change. Such change shall not affect the License Fee.

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| FranklinCo | vey Client Sales, Inc.     | DocuSigned by:  | Career Source S | Sun Coast (Tid Elvliduman |
|------------|----------------------------|-----------------|-----------------|---------------------------|
| Signature: |                            | Heather Colleck | Signature:      | Ted Ehrlichman            |
| By:        | Heather Colbeck            |                 | By:             |                           |
| Title:     | Client Service Coordinator |                 | Title:          | CEO                       |
|            |                            |                 | Effective Date: | 8/30/2018                 |

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### **TERMS AND CONDITIONS**

- A. Grant of Rights. FranklinCovey grants Client, including its Affiliates (meaning an entity that controls, is controlled by, or is under common control with the Client where "control" means ownership of 50% or greater of the equity of that entity or the ability to direct the management of that entity), a limited, non-exclusive, non-transferable, revocable license for the Passholders, for whom fees have been paid, to (a) print or download onto computers or tablets the participant and facilitator materials as they exist (collectively "Materials"); and (b) create "Compilations," which means a Passholder's right to take portions of the downloadable Materials and use them in accordance with the terms of this Agreement and specifically in accordance with the Guidelines attached hereto as Exhibit A.
- B. Limitations to Grant of Rights. Client agrees not to make, or allow its employees to make, Derivative Works (defined by U.S. Copyright Law, 17 U.S.C. §101, 1976 as amended). Client will effectively communicate to its Passholders that the Materials are copyright-protected and the proprietary property of FranklinCovey, and that neither Client nor its employees shall file share, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) any of the Materials except as provided for herein. Client acknowledges and agrees that it will take commercially practicable means as technologically feasible, to prevent the Materials from being used or accessed without proper authorization. The rights granted in this Agreement are restricted for use within the United States and Canada. Materials designated as "Facilitator Materials" are intended for use by Passholders certified to deliver the FranklinCovey Solutions. Non-Passholders are not eligible for Passholder pricing. Training must be delivered and participant materials consumed during the License Term.
- C. Returning Participant Materials. FranklinCovey will extend a refund for unused pre-packaged participant materials returned within thirty (30) days of purchase or the date of the event. For clarity, customized products and digital products that are not a component of the pre-packaged materials are not eligible for refund. All materials carry an unconditional guarantee against any manufacturing defect for one (1) full year.
- D. Fees and Payment Terms. Client agrees to pay FranklinCovey the non-refundable non-prorateable fees described above at the beginning of each license term and within 30 days of the receipt of an invoice. Pricing does not include applicable sales and use taxes, shipping & handling fees, or travel expenses, which are the responsibility of the Client. Interest shall accrue on all delinquent accounts at the rate of 1.5% per month. Pricing is subject to an annual price increase. Further, if Client terminates the Agreement during the Initial Term for convenience, FranklinCovey will invoice Client the difference between the reduced license fees shown in the table above and the price Client would have received for a one or two year agreement. For example, if Client terminates after contract year one, FranklinCovey will invoice Client an additional USD \$11,800/ year (AAP: \$22,000- \$16,200 = \$5,800 and 7HF: \$60,000- \$54,000 = \$6,000).
- E. Term. This Agreement shall commence with the License Start Date and continue for three (3) years ("Initial Term"). Notwithstanding the foregoing, if Client wishes to terminate the Agreement for convenience, Client is required to provide 90 days written notice prior to the expiration of the then current term. If notice is not received, FranklinCovey will invoice Client for the next contract year. Further, if the Agreement is not terminated during the Initial Term, the Agreement will then automatically renew for one year terms ("Renewal Term") unless a party provides written notice to the other party of its election not to renew at least 90 days prior to the expiration of the Renewal Term thereafter. Such Renewal Term is non-cancelable except for a material breach.
- F. Termination and Events of Termination. Either party may terminate this Agreement with 30 days written notice of a material breach of this Agreement only, if uncured within such 30 day period. Upon termination of each Passholder license, such Passholders shall immediately (a) discontinue all use of the FranklinCovey Solutions; (b) discontinue all use of Compilations; and (c) remove all FranklinCovey content from Compilations which were blended with Client content. Notwithstanding the foregoing, Passholders who received the Participant materials prior to termination may continue to use them for their personal use to apply the concepts learned from a FranklinCovey Solution.
- G. Third Party Restrictions. The facilitator videos, FranklinCovey InSights and FranklinCovey Excelerators may not be modified or edited in any way. Certain facilitator program videos may not be embedded into the facilitator PowerPoint. Digital access is not available with certain ancillary participant materials. These program videos and materials, including, but not limited to *Creative Juicers, FranklinCovey Style Guide, Managing Essentials, Leadership Essentials, and Leadership Foundations Handbook,* may be purchased separately, upon request.
- H. Copyright. Client acknowledges that FranklinCovey or its licensors exclusively own all proprietary rights and copyrights to the FranklinCovey Solutions including, but not limited to, the Materials and any documentation, images, animation, sound, music, and text to the FranklinCovey Solutions. Any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification or revisions of the FranklinCovey Solutions, is expressly prohibited and will constitute a breach of this Agreement and/or federal copyright law.
- I. Indemnification. Client and its Affiliates shall defend, indemnify, and hold harmless FranklinCovey, its Affiliates, directors, officers, shareholders, employees, successors, licensors, and assigns ("FranklinCovey Parties") from any and all costs, fees, expenses, damages and payments resulting from all claims, suits and actions against any FranklinCovey Party resulting from the misuse of FranklinCovey's intellectual property or a breach of this Agreement.
- J. Insurance. FranklinCovey will maintain commercial general liability and professional liability insurance in the amount of \$1,000,000 per policy, during the term of this Agreement. FranklinCovey agrees to provide Client with a certificate of such insurance upon request. FranklinCovey shall provide thirty (30) days' written notice in the event of a change or cancellation of its policy coverage.
- K. Limitation of Liability: FranklinCovey does not make any warranty, guarantee or representation either express or implied 1) regarding the merchantability or fitness for a particular purpose of the FranklinCovey Solutions, or 2) that certain results may be obtained in connection with the use of the FranklinCovey Solutions. FranklinCovey does not assume any responsibility for any damage or loss caused by the misuse of the FranklinCovey Solutions, the misuse of software, hardware or systems of any third-party or Client. FranklinCovey shall not be liable for any consequential, incidental or punitive damages arising from this Agreement or the FranklinCovey Solutions provided hereunder. FranklinCovey's aggregate liability to Client in relation to any claims arising under this Agreement shall not exceed the total amount paid to FranklinCovey under this Agreement.
- L. Data Privacy. During the course of this Agreement, FranklinCovey will process Personal Data (defined herein) on behalf of Client. FranklinCovey agrees to comply with all laws and regulations as prescribed by the European Union GDPR. If Client requires the parties enter into a Data Processing Addendum, FranklinCovey will send such addendum for Client to fill in and sign. As used in this Agreement "Personal Data" means all data that is defined as 'personal

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data' under EU Data Protection Laws and to which EU Data Protection Laws apply and which is provided by Client to FranklinCovey, and accessed, stored or otherwise processed by FranklinCovey.

- M. Entire Agreement: This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail. This Agreement may only be modified or amended in writing signed by a duly authorized representative of each party.
- N. Affirmative Action/Equal Opportunity Employer: FranklinCovey complies with the EEO clause of EO 11246, as amended and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements.
- **O. Governing Law:** This Agreement shall be governed in accordance with the laws of the State of Utah. In the event that any action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, whether or not any suit is filed. Any claim or cause of action under or relating to this Agreement shall be brought in the state or federal courts located in Salt Lake City, Utah, and the parties agree to submit to the exclusive jurisdiction of, and waive any objection to venue in, such courts.

# Exhibit A

# GUIDELINES FOR ALL ACCESS PASSHOLDERS FOR CREATING COMPILATIONS

As a FranklinCovey Passholder, you are allowed to combine segments from the FranklinCovey content included in your pass, or even with your own content, for use for the population included in your All Access Pass agreement subject to the guidelines provided herein.

Consider this example: Your organization requires help with communication and trust. Using the listening skills from Habit 5 of *The 7 Habits of Highly Effective People*<sup>®</sup> Signature program and the 13 Trust Behaviors from *Speed of Trust*<sup>®</sup> *Foundations*, combine them to create a single training that improves these specific skills and behaviors.

Or, perhaps you have your own internal content on effective communication skills that reinforces your company's values, and you would like to combine it with related FranklinCovey content. As long as the FranklinCovey content is properly attributed, you can do this, as well, adding your own examples or application exercises to the FranklinCovey solution.

If you would like help designing custom solutions, your organization is eligible for discounted FranklinCovey Passholder pricing for our customization services.

The following guidelines are provided to ensure that FranklinCovey's intellectual property, as well as the intellectual property of our partners and other third parties, is respected as you work with our content.

What you <u>can</u> do:

• You are allowed to use FranklinCovey ideas, models, or concepts in combination with other FranklinCovey content included in your pass, or your own content for the Passholder population only identified in your All Access Pass, as long as they are properly attributed. The following statement is an example of proper attribution:

©FranklinCovey Co. All rights reserved. Used herein with permission under an existing license agreement.

- You are required to include specific trademark notations (<sup>®</sup> or <sup>™</sup>) found in our content. For example,
  - The 7 Habits of Highly Effective People®

What you *can't* do:

- You are not allowed to use FranklinCovey ideas, models, or concepts outside of the Passholder population covered by your FranklinCovey All Access Pass agreement.
- You are not permitted to use FranklinCovey ideas, models or concepts without proper copyright attribution.
- You are not allowed to edit or disassemble quotes, videos, or extract music, images, or other media elements for use in a way that is separate from our content. We realize they add professional appeal, but they are licensed materials limited for use, as is, within the FranklinCovey Solutions.
- You can't change the names, titles, or terminology of our content, or otherwise create "derivative works" as defined by U.S. copyright laws. For example, you aren't allowed to change, adapt, or modify the name of one of the 7 Habits<sup>®</sup> or change, adapt, or modify the shape of a model or diagram. You must use our content as it exists.
- You cannot sell, relicense, repackage, or otherwise give FranklinCovey content to others.
- You cannot do anything that compromises FranklinCovey's ownership of its intellectual property or its rights.
- You cannot use FranklinCovey intellectual property in a way that disparages its brand or tarnishes its image. We are proud of our content and want it to be presented in the best possible way.

As long as you have a current FranklinCovey All Access Pass agreement, you can continue to use our content as outlined above. If, for some reason, you choose not to renew your All Access Pass license, you must discontinue use of all FranklinCovey intellectual property including content, ideas, models, videos, music, and images. For additional details, please refer to the license agreement between FranklinCovey and your organization.

# AMENDMENT TO THE ALL ACCESS PASS® LICENSE AGREEMENT

This Amendment (the "Amendment") is made and entered into between Franklin Covey Client Sales, Inc. ("FranklinCovey") and the following organization ("Client"), and amends that certain All Access Pass License Agreement (the "Agreement") previously entered into between the parties dated 8/30/2018.

| Client Organization: | Career Source Sun Coast       |
|----------------------|-------------------------------|
| Contact Person:      | Kathy Bouchard                |
| Address:             | 1112 Manatee Ave E            |
|                      | Bradenton, Florida 34208-2152 |
| Telephone:           | (941) 358-4080 x1129          |
| Email:               | kbouchard@careersourcesc.com  |
|                      |                               |

### License Information—the License Information table is hereby modified to include the following:

| Pass Type                             | Renewal<br>Term Begins | Renewal<br>Term Ends | Term (Years) | Number of<br>Passholders | Final Net<br>Price | Fee Per<br>Additional<br>Passholder |
|---------------------------------------|------------------------|----------------------|--------------|--------------------------|--------------------|-------------------------------------|
| All Access Pass                       | 8/31/2021              | 8/30/2022            | 1.00         |                          | \$16,200.00        |                                     |
| All Access Pass                       | 8/31/2022              | 8/30/2023            | 1.00         |                          | \$16,200.00        |                                     |
| All Access Pass                       | 8/31/2023              | 8/30/2024            | 1.00         |                          | \$16,200.00        |                                     |
| All Access Pass: 7 Habits Foundations | 8/31/2021              | 8/30/2022            | 1.00         |                          | \$54,000.00        |                                     |
| All Access Pass: 7 Habits Foundations | 8/31/2022              | 8/30/2023            | 1.00         |                          | \$54,000.00        |                                     |
| All Access Pass: 7 Habits Foundations | 8/31/2023              | 8/30/2024            | 1.00         |                          | \$54,000.00        |                                     |

### Total Investment: \$210,600.00

### FranklinCovey Solutions

| Building Business Acumen™                              | Multipliers <sup>®</sup> : How the Best Leaders Ignite Everyone's Intelligence |
|--|--|
| Find Out WHY: The Key to Successful Innovation™        | Presentation Advantage®  |
| FranklinCovey Excelerators®                            | Project Management Essentials®   |
| FranklinCovey Insights™                                | Speed of Trust <sup>®</sup> Foundations  |
| Jhana™: Bite-Sized Learning for Leaders                | The 4 Essential Roles of Leadership™   |
| Leaders @ Change™                                      | The 5 Choices to Extraordinary Productivity®                                   |
| Leadership Foundations™                                | The 6 Critical Practices for Leading a Team™                                   |
| Leadership Modules™                                    | The 7 Habits for Managers®   |
| Leadership: Great Leaders, Great Teams, Great Results® | The 7 Habits of Highly Effective People® Foundations                           |
| Leading at the Speed of Trust®                         | The 7 Habits of Highly Effective People® Signature Program                     |
| Leading Customer Loyalty®                              | Presentation Advantage®  |
| Managing Millennials™                                  | Unconscious Bias: Understanding Bias to Unleash Potential™                     |
| Meeting Advantage                                      | Writing Advantage®   |
| Millennials @ Work™                                    |  |
|  |  |

Term. Section E of the Agreement is hereby deleted in its entirety and replaced with the following new Section E:

E. Term. This Agreement shall commence on the License Start Date and continue as indicated in the table above (all terms in the table are collectively referred to as the "Initial Term"). In the event Client desires to terminate this Agreement for convenience, Client is required to provide 90 days written notice prior to the expiration of the then-current term. If notice is not received in accordance with this Section, FranklinCovey will invoice Client for the next contract year. Unless terminated sooner, this Agreement will automatically renew for one year terms (each a "Renewal Term") unless a party provides written notice to the other party of its intention not to renew at least 90 days prior to the expiration of the current term.

**Modification of Agreement**. FranklinCovey and Client approve, affirm and ratify the Agreement and the on-going rights and obligations provided by the Agreement. This Amendment is in addition to and does not replace the Agreement. All provisions of the Agreement

not in conflict with this Amendment shall remain in full force and effect. In the event of a conflict between a term or provision in this Amendment and the Agreement, the term or provision of this Amendment shall prevail.

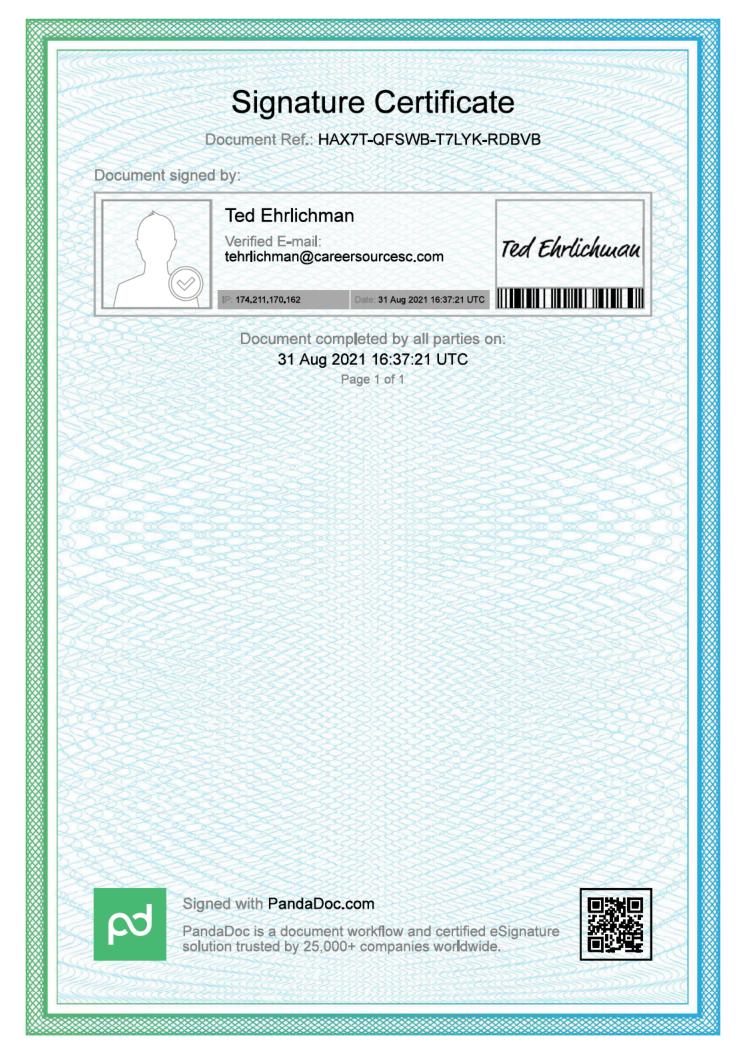
**No Waiver of Rights**. Nothing herein shall constitute a waiver or release of any rights that FranklinCovey may have under the Agreement, including but not limited to the right to terminate the Agreement for breach of any provision in the Agreement.

If Client executes this Amendment after the License Start Date above, FranklinCovey may adjust the License Start and End Date based on the date FranklinCovey activates the License and provided the License Term does not change. Such change shall not affect the License Fee.

IN WITNESS WHEREOF, the parties have signed and entered into this Amendment as of the Effective Date below.

| Franklin Cove | ey Client Sales, Inc. |                     | Career Source S | un Coast                       |
|---------------|-----------------------|---------------------|-----------------|--------------------------------|
| Signature:    | . /                   | Digitally signed by | Signature:      | Ted Ehrlichman                 |
| By:           |                       | Greg Newman         | By:             | Ted Ehrlichman                 |
| Title:        | A M                   | Date: 2021.08.31    | Title:          | CEO/President                  |
|               | 1 +3/                 | 11:44:58 -06'00'    | Email:          | tehrlichman@careersourcesc.com |
|               |                       |                     |                 | 08 / 31 / 2021                 |

Amendment Effective Date: 08 / 31 / 2021





# AMENDMENT # 3 TO THE ALL ACCESS PASS<sup>®</sup> LICENSE AGREEMENT

This Amendment (the "Amendment") is made and entered into between FranklinCovey Client Sales, Inc. and the following organization ("Client"), and amends that certain All Access Pass License Agreement (the "Agreement") and amendments previously entered into between the parties dated 08/30/2018.

| Client Organization: | Career Source Sun Coast       |
|----------------------|-------------------------------|
| Contact Person:      | Kathy Bouchard                |
| Address:             | 1112 Manatee Ave E            |
|                      | Bradenton, Florida 34208-2152 |
| Telephone:           | (941) 358-4080 x1129          |
| Email:               | kbouchard@careersourcesc.com  |

1. License Information. The License Information table is hereby deleted in its entirety and replaced with the following new table:

| Pass Type                             | License Start<br>Date | License End<br>Date | License Term<br>(years) | Number of<br>Passholders | License Fee |
|---------------------------------------|-----------------------|---------------------|-------------------------|--------------------------|-------------|
| All Access Pass                       | 08/31/2022            | 08/30/2023          | 1                       |                          | \$16,200.00 |
| All Access Pass                       | 08/31/2023            | 08/30/2024          | 1                       |                          | \$16,200.00 |
| All Access Pass                       | 08/31/2024            | 08/30/2025          | 1                       |                          | \$16,200.00 |
| All Access Pass                       | 08/31/2025            | 08/30/2026          | 1                       |                          | \$16,200.00 |
|                                       |                       |                     |                         |                          |             |
| All Access Pass: 7 Habits Foundations | 08/31/2022            | 08/30/2023          | 1                       |                          | \$31,500.00 |
| All Access Pass: 7 Habits Foundations | 08/31/2023            | 08/30/2024          | 1                       |                          | \$31,500.00 |
| All Access Pass: 7 Habits Foundations | 08/31/2024            | 08/30/2025          | 1                       |                          | \$31,500.00 |
| All Access Pass: 7 Habits Foundations | 08/31/2025            | 08/30/2026          | 1                       |                          | \$31,500.00 |

Note: Client must sign and return this Amendment no later than August 31, 2022 in order to receive the pricing listed above.

Modification of Agreement. FranklinCovey and Client approve, affirm and ratify the Agreement and the on-going rights and obligations provided by the Agreement. This Amendment is in addition to and does not replace the Agreement. All provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect. In the event of a conflict between a term or provision in this Amendment and the Agreement, the term or provision of this Amendment shall prevail.

No Waiver of Rights. Nothing herein shall constitute a waiver or release of any rights that FranklinCovey may have under the Agreement, including but not limited to the right to terminate the Agreement for breach of any provision in the Agreement.

IN WITNESS WHEREOF, the parties have signed and entered into this Amendment as of the Effective Date below.

| FranklinCovey Cli<br>Signature: | ient Sales, Inc.    | DocuSigned by:<br>NKLi Vanderhoof<br>CA409198DB584CD | Career Source<br>Signature: | e Sun Coast                 |
|---------------------------------|---------------------|--|-----------------------------|-----------------------------|
| By:                             | Nikki Vanderhoof    |  | By:                         | Joshua Matlock              |
| Title:                          | Contract Specialist |  | Title:                      | President/CEO               |
|                                 |                     |  | Email:                      | jmatlock@careersourcesc.com |
|                                 |                     |  | Effective Date:             | 8/31/2022                   |

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# Docus

### **Certificate Of Completion**

Envelope Id: ED0CC2BF268E4DF0A3929292FD067681 Subject: Request for eSignatures for FranklinCovey for Career Source Sun Coast fcorgid: 00D70000008I0xEAE Source Envelope: Document Pages: 2 Signatures: 2 Certificate Pages: 5 Initials: 0 AutoNav: Enabled Envelopeld Stamping: Enabled Time Zone: (UTC-08:00) Pacific Time (US & Canada)

### Record Tracking

Status: Original 8/30/2022 7:39:34 AM

### Signer Events

Joshua Matlock imatlock@careersourcesc.com coo

Security Level: Email, Account Authentication (None)

#### **Electronic Record and Signature Disclosure:** Accepted: 8/31/2022 6:19:39 PM

ID: 05719fb3-a4c7-40af-b138-d658ae933829

Nikki Vanderhoof

nikki.vanderhoof@franklincovey.com **Contract Specialist** 

Security Level: Email, Account Authentication (None)

#### **Electronic Record and Signature Disclosure:** Accepted: 8/31/2022 6:27:57 PM ID: fd490493-4363-4426-8b25-45d181c48862

Signature

Holder: Shannon Kern

E9CC7F1C120E476...

Signature Adoption: Drawn on Device Using IP Address: 47.200.45.190 Signed using mobile

Shannon.Kern@franklincovey.com



Signature Adoption: Pre-selected Style Using IP Address: 73.65.238.54 Signed using mobile

Status: Completed

Envelope Originator: Shannon Kern 2200 W Parkway Blvd Salt Lake City, UT 84119-2099 Shannon.Kern@franklincovey.com IP Address: 13.110.78.8

### Location: DocuSign

### Timestamp

Sent: 8/30/2022 7:52:20 AM Resent: 8/31/2022 6:13:49 AM Resent: 8/31/2022 3:45:02 PM Viewed: 8/31/2022 6:19:39 PM Signed: 8/31/2022 6:20:09 PM

Sent: 8/31/2022 6:20:11 PM Viewed: 8/31/2022 6:27:57 PM Signed: 8/31/2022 6:28:20 PM

| In Person Signer Events                              | Signature | Timestamp  |
|--|-----------|--|
| Editor Delivery Events                               | Status    | Timestamp  |
| Agent Delivery Events                                | Status    | Timestamp  |
| Intermediary Delivery Events                         | Status    | Timestamp  |
| Certified Delivery Events                            | Status    | Timestamp  |
| Carbon Copy Events                                   | Status    | Timestamp  |
| Kathy Bouchard                                       | COPIED    | Sent: 8/30/2022 7:52:20 AM<br>Viewed: 8/30/2022 1:08:51 PM |
| kbouchard@careersourcesc.com<br>Chief Talent Officer |           | VIEWEU. 0/30/2022 1.00:51 PM                               |

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:** Accepted: 6/16/2022 9:56:40 AM ID: ffce9f7f-ccc7-474b-a7df-f3041c7a6af9

| Carbon Copy Events   | Status   | Timestamp  |
|--|--|--|
| Shannon Kern<br>shannon.kern@franklincovey.com<br>Client Engagement Coordinator<br>FranklinCovey<br>Security Level: Email, Account Authentication<br>(None)<br>Electronic Record and Signature Disclosure:<br>Not Offered via DocuSign | COPIED   | Sent: 8/31/2022 6:28:21 PM<br>Resent: 8/31/2022 6:28:23 PM<br>Viewed: 8/31/2022 6:28:28 PM   |
| Witness Events   | Signature  | Timestamp  |
| Notary Events  | Signature  | Timestamp  |
| Envelope Summary Events  | Status   | Timestamps   |
| Envelope Sent<br>Certified Delivered<br>Signing Complete<br>Completed  | Hashed/Encrypted<br>Security Checked<br>Security Checked<br>Security Checked | 8/30/2022 7:52:20 AM<br>8/31/2022 6:27:57 PM<br>8/31/2022 6:28:20 PM<br>8/31/2022 6:28:21 PM |
| oompioted .  |  |  |

Electronic Record and Signature Disclosure

# **CONSUMER DISCLOSURE**

From time to time, Franklin Covey Co. - Coordinators/Sales (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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