

Exhibit

Mineral Advantage Program Agreement

Mineral Premium Products + Mitratesch HRC Products

This Mineral Advantage Program Agreement ("MAP Agreement") is entered into between Mineral, Inc., a subsidiary of Mitratesch Holdings, Inc. ("Mineral") and AngelTest ("Partner"), and is effective on 8/1/2045 ("MAP Effective Date").

WHEREAS, the Parties entered into an agreement for the Mineral Services on 8/1/2045 (the "Agreement").

WHEREAS, Mineral desires to offer, and Partner desires to opt into, if eligible, the Mineral Advantage Program as outlined in this MAP Agreement, enabling Partner the opportunity to receive a credit on Partner's Mineral invoice when Partner's Clients sign up with a Mineral Health Insurer, for Mineral Premium Products and/or Mitratesch HRC Products (defined below).

NOW THEREFORE, the Parties hereby agree, for good and valuable consideration, to the following terms and conditions:

1. **The Mineral Advantage Program.** If Partner is eligible, and remains eligible during the Term, Mineral shall provide Partner with:
 - a. **Health Insurer Credit.** Up to a \$0.30 per covered employee per month (PCEPM) credit to Partner if and when a client of Partner signs with a Mineral partnered health insurer ("Mineral Advantage Health Insurer Credit") during the Mineral Advantage Credit Period (defined below) ("Mineral Advantage Health Insurer Client Sign Up"). The Mineral Advantage Health Insurer Credit will be calculated based on how many clients were paid for by the Mineral Advantage Health Insurer partner during the Mineral Advantage Credit Period (defined below); and/or
 - b. **Mineral Premium Products Credit.** Up to a 15% credit on Partner's Mineral invoice based on the total direct-to-client Mineral Premium Product sales ("Mineral Premium Product Advantage Credit"), and such Mineral Premium Product shall be calculated and applied as outlined in Section 6 of this MAP Addendum.
 - i. For a direct-to-client Mineral Premium Product sale to occur, a Client of Partner must have entered a contract directly with Mineral for a Mineral Premium Product outlined in Section 2 of this MAP Addendum ("Mineral Premium Product Client Sign Up").
 - ii. If a Client that has purchased a Mineral premium product also receives that same Mineral premium product under a Mineral Advantage Health Insurer partner, then Partner shall only be entitled to receive the \$0.30 PCEPM credit for that Mineral Advantage Health Insurer Client Sign Up pursuant to Section 1(a). Partner will not be entitled or eligible to receive both types of credits for the same Mineral premium product at the same time.
 - iii. If a Client that has signed with a Mineral Advantage Health Insurer during the Mineral Advantage Credit Period pursuant to Section 1(a), subsequently purchases a new Mineral premium product that is not included in the respective Mineral Advantage Health Insurer package, then Partner shall also be entitled and eligible for up to the 15% credit for that Mineral premium product sale only. For clarity purposes, this Section 1(b)(ii) is the only and exclusive way that Partner may be entitled to receive both the Mineral Advantage Health Insurer Credit and the Mineral Premium Product Credit.
 - c. **Mitratesch HRC Products Credit.** Up to a 15% credit on Partner's Mineral invoice based on the total direct-to-client Mitratesch HRC Product (defined below in Section 3) sales ("Mitratesch HRC Product Credit"), and such Mitratesch Product Credit shall be calculated and applied as outlined in Section 6 of this MAP Addendum.
 - i. For a direct-to-client Mitratesch HRC Product sale to occur to be eligible for the Mitratesch HRC Product Credit, a Client of Partner must enter into a written contract directly with Mitratesch Holdings, Inc. ("Mitratesch"), and/or any one or all its subsidiary entities ("Affiliates"), for a Mitratesch HRC Product outlined in Section 3 of this MAP Agreement, and such sign up must be sourced in partnership with Mineral (as determined by Mineral) that is logged into both Mineral and Mitratesch's system as a "closed-won" opportunity ("Mitratesch Product Client Sign-Up").
 - d. If a Client that has purchased a Mineral Premium Product and/or a Mitratesch HRC Product also receives that same Mineral Premium Product and/or Mitratesch HRC Product from another Mineral partner, then Partner shall only be entitled to receive the respective credit for the Mineral Premium Products and/or Mitratesch HRC Product sale(s) that occurred during the Term of the Agreement.
2. **Mineral Premium Products.** The Mineral Premium Products available for the Mineral Advantage Program are listed below. Mineral reserves the right, without notice, to update this product list at any time and for any reason.
 - Smart Employee Handbook Plus
 - Workplace Harassment Prevention
 - Workplace Safety

- Cybersecurity
 - Diversity, Equity, Inclusion and Belonging (DEIB)
 - Microsoft Computer Skills
 - Communication E-learning
 - Health and Wellness E-learning
 - Leadership and Management E-Learning
 - Guided HR Compliance (GHRC)
 - Salary.com
3. **Mitratesh Products.** The Mitratesh Products available for the Mineral Advantage Program are listed below. Mineral reserves the right, without notice, to update this product list at any time and for any reason:
- AssureHire
 - Tracker I-9
 - Circa
 - Trackstar
 - INSZoom
 - TalentReef
4. **Exclusivity.** If Partner is already a participant of Mineral's broker credit program or similar program, then Partner agrees that by entering into this MAP Agreement, the current broker credit program or similar program is rendered void, unenforceable and is hereby superseded by this MAP Agreement. Unless the parties have agreed otherwise in writing, Partner shall not be eligible to participate in more than one credit or discount offering with Mineral at a time. Mineral reserves the right to exclude Partners from the Mineral Advantage Program in its sole discretion.
5. **Effect on Agreement Term.**
- a. The Partner also agrees that the MAP Effective Date shall become the new Effective Date under the Agreement, in the case they are different, and the Agreement shall continue for a minimum two (2) year term commencing on the MAP Effective Date ("Agreement Term").
 - b. Upon the MAP Effective Date, if Partner is still eligible, then all credits due and owed under a prior credit program shall become due and credited upon the first business day of the month following the MAP Effective Date.
6. **Calculation and Application.**
- a. **Calculation.** If eligible, the total credits under this MAP Agreement will be calculated (not applied): (a) monthly for every twelve (12) month period commencing on the Effective Date of this MAP Agreement; or (b) monthly upon a renewal of the Agreement for the preceding twelve (12) calendar months (each of (a) and (b), the "Mineral Advantage Credit Period"). The credits shall be calculated based on the lesser of the revenue recognized or cash actually received by Mineral in the preceding twelve (12) calendar months, for the specific Client to generate a qualifying credit.
 - b. **Application.** If eligible, the credits hereunder shall be applied to or credited to Partner on the calendar month following the end of the respective Mineral Advantage Credit Period, so long as the Agreement is in effect between the Parties and Partner remains an Eligible Partner (defined below). For clarity purposes, all credits will be applied to the Mineral Invoice and not to a Mitratesh or Affiliate invoice.
 - c. For Mineral Premium Products and Mitratesh Products, credits of up to 15% will be based on the total direct-to-client Mineral Premium Product and Mitratesh Product sales respectively.
 - d. Mineral reserves the right to limit the aggregate or monthly Mineral Advantage Health Insurer Credit, Mineral Premium Product Advantage Credit and/or Mitratesh Product Credit with prior written notice to Partner.
7. **Program Eligibility.** An "Eligible Partner" means a:
- a. Partner is currently contracted with Mineral on Mineral's updated agreement. For clarity, Partners that are still on any legacy agreements are not eligible;
 - b. Partner is in good standing with Mineral, which includes, without limitation, no unpaid or outstanding invoices, payments, delinquencies, and/or pending or threatened disputes;
 - c. Partner must be willing to offer its Clients all of the Mineral Premium Products and Mitratesh HRC Products;
 - d. Partner's Agreement does not preclude Mineral from directly communicating with, selling and/or marketing Mineral and/or Mitratesh products and/or services to Partner's Clients during the Term of the Agreement, including any applicable renewal terms; and e. The Client has accepted Mineral's Terms of Service and Privacy Policy, as amended from time-to-time.
8. **Exclusions and Reservations of Rights.**
- a. Mineral reserves the right to exclude partners, brokers and/or sponsors in its sole and reasonable discretion, and the eligibility requirements and/or calculations for the credits herein are subject to change in Mineral's sole discretion without notice.
 - b. Partner shall only be eligible for the credits herein for Clients that have a contractual relationship with Partner. In the event that a Client terminates their contractual relationship with Partner after a Mineral Advantage Health Insurer Client Sign Up, Mineral Premium Product Client Sign-Up, and/or Mitratesh Product Sign-Up (collectively referred to as "Client Sign-Up"), Partner shall not be eligible for any of the respective credits incurred after the Client termination date.

c. Partner shall not be eligible for any Mineral Advantage Credits for a Client Sign-Up that occurs before the MAP Effective Date or after the termination or expiration of the MAP Agreement and/or the Agreement.

9. **Representations, Warranties and Covenants.** Partner and/or Eligible Partner represents and warrants that (a) it is a duly organized company in good standing, the Broker on Record of the eligible Client, and a licensed broker in the United States; (b) it is in full and complete compliance with all applicable state and federal laws, regulations, statutes and rules, and covenants that it shall continue to be in compliance of such applicable rules, laws, regulations and statutes during the Term and any renewal term of the Agreement and/or this MAP Agreement; (c) it currently does, and shall continue to, comply with all applicable commission disclosure rules, statutes, orders, regulations and laws; (d) there are no current known investigations, audits, lawsuits, threatened lawsuits, demands, fines, fees, penalties, arbitrations, hearings, proceedings or mediations against Partner that would materially affect the Agreement and/or this Agreement; and (e) by entering into this Agreement, it is not in violation or breach of any other material agreement, and any regulation, law, rule, order, judgment, or statute. Breach of this section shall be considered a material breach and may be grounds for immediate termination without liability to Mineral and without limiting Mineral's remedies and relief under law and/or equity. Partner shall provide Mineral immediate written notice of any (a) received government notices, pleadings, demands, legal notices, orders, fines, subpoenas, investigations, audit request, penalties and/or fees relating to or materially affecting the Agreement and/or this MAP Agreement; and/or (b) actual, suspected or threatened breach of an agreement, and/or violation of any applicable statute, rule, regulation or law.
10. **Confidentiality.** Partner understands and agrees that all information, materials and/or documents related to or arising from this MAP Agreement, including the existence and substance of this MAP Agreement itself, that Partner Receives shall be considered confidential in nature ("Confidential Information"), unless agreed upon otherwise in writing by Mineral. Partner shall not disclose, license, transfer, convey, share, disseminate, publish, copy, commercialize, exploit and/or sell any of the Confidential Information. Such obligation shall survive the termination, expiration or breach of the MAP Agreement and/or Agreement and shall continue for a minimum of 5 years unless Mineral provides written notice to Partner that such information is no longer confidential in nature or if such information enters the public domain without any breach of this Agreement or any other agreement. Partner shall keep the existence and terms of this Agreement strictly confidential and shall not disclose the existence or terms hereof to any person or entity other than: (a) to its attorneys, accountants, consultants, and other professionals who have obligations (professional or otherwise) to maintain confidentiality of such information, to the extent necessary to obtain their services; (b) to any current employee of Partner on a "need to know" basis, provided that person is bound by obligations of confidentiality at least as restrictive as those set forth herein; or (c) as may otherwise be required by law if and to the extent that Partner promptly notifies Mineral of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.
11. **Indemnification.** Partner shall indemnify, defend (at its sole cost and expense) and hold Mineral and its affiliates, employees, officers, directors, shareholders, agents and contractors harmless against all third party claims, damages, liabilities, fines, fees, allegations, penalties, costs and fees (including reasonable attorney's fees and costs) (collectively, "Losses") arising from or relating, whether directly or indirectly, from Partner's (a) gross negligence, fraud and/or willful misconduct; (b) material breach of the Agreement and/or this MAP Agreement; (c) Partner's breach of any representation and/or warranty; or (d) violation or breach of any applicable law, statute, order, regulation or rule, whether state or federal. Partner's indemnification obligation shall survive the termination, breach or expiration of the Agreement and/or this Agreement. Mineral shall have the right, but not the obligation, to defend the Losses using its own legal and/or professional counsel of choice, at the sole expense of Partner. Partner shall not enter into any plea, admission or settlement without Mineral's prior written consent.
12. **Data.** Mineral shall have the right to use, share, store, monitor, copy, distribute, publish, aggregate and/or de-identify data, information, documents and/or material, including Client engagement data and personally identifiable information, (collectively "Data") for (a) internal business purposes; (b) to provide Mineral services and/or products, such as Mineral Intelligence, to Partner's Clients; (c) to Partners, insurers and/or sponsors that are required to have access in order to offer the credits herein; (d) to provide the Mineral Advantage Program; (e) to fulfill Mineral's business purposes in providing HR and Compliance to such Clients and/or participating partners; and/or (f) to identify Partner's Clients in order to apply the credits under this MAP Agreement. In the event the Data is inaccurate, incomplete, or if Mineral does not have the required consents to use such Data, then Mineral is not obligated to provide the credits herein.
13. **Reporting and Notice Obligation.** At the end of each Mineral Advantage Credit Period or upon a renewal, Mineral shall report to Partner all Client Sign-Ups in order to calculate the applicable credits under this MAP Agreement. Partner shall provide Mineral with immediate written notice when (a) a Client terminates its relationship with Partner; and/or (b) if Partner would like to add a new Client ("Written Update"). Failure to provide Mineral with a Written Update shall effectively waive any and all claims, objections and/or defenses relating to Mineral's report and any respective credit calculation and application.
14. **Term and Termination.** This MAP Agreement shall commence on the MAP Effective Date and continue until the end of the Agreement Term, unless terminated earlier pursuant to the Agreement or immediately if Partner is no longer an Eligible Partner. In the event of Partner's breach of any confidentiality, representation and/or warranty or violation of applicable regulation(s), law(s) and/or statute(s), Mineral shall have the non-exclusive right to immediately terminate this

MAP Agreement and/or the Agreement without liability to Mineral and with a right to accelerate all payment due under the Agreement and/or this MAP Agreement to be paid in full immediately.

15. **Attorney's Fees and Costs.** Mineral shall be entitled to recover all reasonable attorney's fees and costs, including and up through all appeals and arbitrations, in the event of a dispute in which Mineral is deemed the prevailing party by a court of competent jurisdiction or arbitrator.
16. **Equitable Relief.** Nothing in this MAP Agreement shall preclude either party from seeking equitable relief, including without limitation, injunctive relief or specific performance, without the need to post bond.
17. **Entire Agreement.** This MAP Agreement is the entire agreement between the parties relating to the subject matter herein, and supersedes any agreement or understanding, whether in writing or oral, relating to any other partner credit program rendering it void and unenforceable upon the MAP Effective Date. This MAP Agreement is incorporated into the Agreement by reference, and in the event of any dispute between the language herein and the Agreement, the language herein shall govern.
18. **Assignment.** Partner shall not assign its rights, titles or interests in and to this MAP Agreement, nor shall it delegate its obligations, to a third-party without Mineral's prior written consent. Notwithstanding the above, the rights and obligations shall inure to the benefit of the parties' assignees, heirs and successors.
19. **Waivers.** All waivers must be made in writing signed by the party waiving its rights, objections, defenses or claims.
20. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MINERAL, ITS AFFILIATES, OR THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR DAMAGES FOR PENALTIES, FEES, FINES, CHARGES, DAMAGES ARISING FROM PARTNER'S AND/OR CLIENT'S VIOLATION OF APPLICABLE LAW, LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, SUCH DAMAGES WERE FORESEEABLE, AND/OR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF MINERAL FOR ALL AND ANY CLAIMS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING FROM OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS CREDITED TO PARTNER BY MINERAL UNDER THIS MAP AGREEMENT FOR THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. No action, regardless of form, arising out of or related to this MAP Agreement shall be brought by Partner more than one (1) year after the cause of action has accrued.

NOW, the parties hereby agree to the terms and conditions set forth above, and agree to be bound by this MAP Agreement upon the last signature date below.

Partner

Mineral, Inc., a subsidiary of Mitrtech Holdings, Inc.

Signature **Date**

Signature

Name

Name

Title

Title

Phone **Email**

Date