

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made by and between ThrivePoint Academy of Nevada (“Organization”) and Skillify LLC, a Delaware Limited Liability Company (“Vendor”) on May 29, 2025 (“Effective Date”). Each party may hereinafter be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the Parties seek to enter into this Agreement to allow Vendor to provide career development seminars and coaching (individually, "Seminar"; collectively, "Seminars") for Organization's students.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Organization's Obligations.

- a. *Venue.* During each Seminar, Organization agrees to provide Vendor with use and access to a meeting space at Organization's venue of choice in accordance with the following requirements: (i) sufficient capacity for speakers and reserved attendees, and (ii) one laptop or computer for each student with internet/wifi enabled, and (iii) classroom-style room set-up. Organization agrees to provide Vendor with standard audiovisual equipment for use during each Seminar.
- b. *Supervision.* Organization agrees to arrange for the presence of one (1) faculty members at all times during each Seminar to provide adult supervision of Organization's attendees and provide technical assistance to attendees.
- c. *Materials.* Organization agrees to arrange for necessary materials during each Seminar, as requested by Vendor.
- d. *Hospitality.* School agrees to arrange for sufficient food and snacks, and water bottles for all student participants, school faculty members, and Vendor staff members.
- e. *Panel Speakers.* School agrees to invite and arrange for the attendance of four (4) to six (6) panel speakers from a variety of industries at each Seminar.

2. Vendor's Obligations. Vendor agrees to provide comprehensive presentation, facilitation, and moderation services during each Seminar ("Services").

3. Seminar and Payment Schedule. Organization agrees to host the seminars detailed in the “Seminar and Payment Schedule,” and Vendor agrees to provide Services for each Seminar in exchange for the payment set forth in the Seminar and Payment Schedule below.

SEMINAR AND PAYMENT SCHEDULE		
Semester	Date and Time	Payment Terms
Fall 2025	<p>Three Cohorts: 4 Week Mentorship Program</p> <p>Implemented for three cohorts of 30 12th graders; total of 90 students</p> <p>Includes three in-person Mentorship Conferences;</p> <p>And three virtual coaching programs</p> <p>Tentative Conference / Program Launch Dates:</p> <ul style="list-style-type: none"> • Cohort 1: Thu, Nov 6 • Cohort 2: Mon, Nov 10 • Cohort 3: Fri, Nov 14 	<p>\$590.00/student; 50 students minimum; Discounted pilot rate of \$445.00/student, 90 students minimum</p> <p>50% of Invoice Balance due June 30th Remaining balance of Invoice due September 6th</p> <p><i>Late fees apply (Section 9) after five business days</i></p> <p><u>Preferred Payment Method: ACH Transfer</u></p> <ul style="list-style-type: none"> • Name on Bank Account: Skillify LLC • Bank Name: JP Morgan Chase • Bank Address: 270 Park Avenue, 43rd Floor, New York, NY 10017 • Routing Number: 021000021 • Account Number: 667300258 • Contact Name: Shireen Jaffer <p>If paying by check, Payable to Skillify LLC Mail to: Skillify LLC attn: Shireen Jaffer 11375 Gravitation Drive Las Vegas, NV 89135</p>

4. Pre- and Post-Seminar Obligations. The Parties agree to cooperate for the purposes of measuring attendees' progress and results, and obtaining feedback, testimonials, and media releases and waivers, as applicable. Organization hereby grants Vendor the right to use any media, data, feedback, or testimonials gathered from Seminar attendees before, during, or after each Seminar for any reasonable business purpose, including, without limitation, curriculum development, marketing, advertising, and promotion.

5. Intellectual Property. The Parties agree and acknowledge that the respective intellectual property of each Party is owned exclusively by said Party, and nothing in this Agreement shall be construed to effect a license, assignment, transfer, or other conveyance of either Party's intellectual property to the other Party, unless otherwise agreed to by the Parties. This provision shall survive termination of this Agreement.

6. Confidential Information. The Parties agree to maintain in strict confidence any and all privileged, protected, or confidential information ("Confidential Information"). Any release of Confidential Information to a third-party must be expressly approved by the non-releasing Party in writing prior to such release. This provision shall survive termination of this Agreement.

7. Relationship. Vendor is an independent contractor of Organization; therefore, Vendor bears sole responsibility for the payment of any and all tax liabilities arising from this Agreement. This Agreement shall not be construed as creating a partnership, joint venture, or an employer-employee relationship between the Parties.

8. Term and Termination

8.1 Term.

This Agreement shall commence on the Effective Date and shall remain in effect until the completion of the Pilot Program, at which point it shall automatically terminate unless extended by mutual written agreement of the Parties.

8.2 No Automatic Renewal.

This Agreement is specific to the Pilot Program and shall not automatically renew. Any continuation of services beyond the Pilot Program must be agreed upon in a separate, written agreement.

8.3 Termination for Cause.

Either Party may terminate this Agreement prior to the scheduled end of the Pilot Program if:

(a) The Organization fails to pay any amount due under this Agreement; or

(b) Either Party materially breaches any provision of this Agreement, and such breach is not cured within ten (10) days of written notice from the non-breaching Party.

In the event of termination for cause, Organization agrees to pay the balance owed to Vendor for services rendered up to the termination date, which balance shall become due immediately.

8.4 Effect of Termination.

Upon termination of this Agreement for any reason:

(a) The Organization shall pay any outstanding fees due to Vendor for services rendered;

(b) Vendor shall cease providing services as of the termination date; and

(c) All obligations related to Confidentiality (Section 9), Intellectual Property (Section 10), and Limitation of Liability (Section 13) shall survive termination.

9. Payment Terms; Late Fees.

9.1 Timely Payment Requirement.

All payments are due by the date listed in the Seminar and Payment Schedule. Organization is responsible for ensuring timely payment in full.

9.2 Late Fees.

If payment is not received by the due date, Organization shall incur a late fee of the greater of \$200.00 or 2% of the outstanding balance, assessed immediately on the next calendar day following the due date. An additional late fee of the same amount shall accrue every 14 calendar days thereafter until full payment is received. Organization acknowledges that check mailing and processing times may result in late receipt by Vendor. Vendor shall not be held responsible for postal delays. Any check postmarked after the payment due date may still incur a late fee.

10. Notices. The Parties agree that notices sent via electronic mail shall constitute formal written notice under this Agreement if delivered to the following addresses:

To Organization at: vince.medina@thrivepointnevada.com
To Vendor at: shireen@skillifynow.com

11. Insurance. Each Party hereby warrants and represents that it has obtained, or maintains, liability insurance with sufficient coverage for the activities contemplated under this Agreement, and hereby agrees to furnish proof of such insurance to the other Party upon request.

12. Limitation of Damages. Neither Party shall be liable to the other Party for any special, indirect, incidental, or consequential damages whatsoever, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, arising from either Party's performance or non-performance under this Agreement.

13. Limitation of Liability. Vendor's maximum liability to Organization for any cause whatsoever, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, shall be limited to the amount of compensation actually earned by Vendor under this Agreement during the calendar year in which the alleged liability arose, and Organization hereby releases Vendor from any liability in excess thereof. Organization further agrees that under no circumstances shall Vendor be liable for any claims arising from panel speakers invited by Organization nor other third parties introduced by Vendor to students, and Organization agrees to defend, indemnify, and hold harmless Vendor therefrom.

14. Dispute Resolution. The Parties agree that any dispute or claim in law or equity arising from this Agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least five (5) years of relevant experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law.

15. Choice of Law; Venue. This Agreement shall be governed and construed under the laws of the State of California, and venue shall be limited to the County of Alameda, California.

16. Severability. Should any portion of this Agreement be held to be invalid, illegal, or void by a court of proper jurisdiction, the remainder of this Agreement shall subsist and continue in force and effect.

17. Entire Agreement. This Agreement represents the entire, final agreement between the parties and incorporates and supersedes all prior understandings, negotiations, and agreements, whether oral or written. Any modification or amendment to this Agreement must be agreed in writing by both Parties.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the Effective Date above.

ORGANIZATION:
ThrivePoint Academy of Nevada

VENDOR:
Skillify LLC



By:
Title:

By: Shireen Jaffer
Title: President and CEO

In this document:

- Program Outcomes
- Pilot Program Logistics
- Pilot Program Budget

Program Outcomes

Fulfills grant requirements for Perkins, CTEIG, CTE State Competitive, Strong Workforce Program, Title I-IV

- ❖ Students should receive hands-on training on crucial employability and soft skills such as, but not limited to:
 - Networking and Relationship-building for finding mentors, internships, leadership opportunities
 - Resume-writing
 - Professional Communication
 - Professional Attire
 - Email, Text and Phone Communication
- ❖ Students should conduct informational interviews with industry professionals in their field(s) of interests to gain perspective on career paths and business opportunities
- ❖ Students should feel supported in exploring quality work-based learning opportunities such as job-shadowing, mentorships, launching a student-run business, pre-apprenticeships, internships, industry certifications, competitions, and leadership development opportunities
- ❖ Students should feel more confident in their skill-set and ability to succeed long-term in both their careers and academics, as well as socially and emotionally
- ❖ Students should feel supported in identifying real-world challenges and new career opportunities that foster their self-agency, passion to actualize their potential, and create positive impact in the community
- ❖ Program is staffed by industry-specialized professionals and provides professional development opportunities for any teachers or faculty members supporting pupils in those programs

[Skillify](#) is an award-winning CTE-aligned program that has helped over 150,000 high school students across 220+ schools get internships and mentorships before graduation.

Pilot Program Logistics

Part 1: In-person Conference

Sample Agenda:

- 8:30am-8:50am: Introduction
- 8:50am-10:20am: Networking Workshop
- 10:20am-10:30am: Break
- 10:30am-11:30am: Networking Panel + Event (with local mentors)
- 11:30am-11:50am: Lunch
- 11:50am-12:20pm: Coaching Overview, 1:1 Scheduling, and Mentor Match Ups
- 12:20pm - 1:20pm: Email Etiquette Workshop
- 1:20pm-1:30pm: Closing and Post-Conference Survey

Skillify provides:

- Conference facilitator(s)
- All curriculum and instruction
- All preparation / registration materials for participating students and parents
- Post-Conference Emailing and Engagement
 - Engagement within the coaching program is defined below
- Digital copies of Tip Sheets and Guides for Students
- Logistics Handbook
- Specific workshop materials
- Progress report

Client/School provides:

- Appropriate Venue, equipped with A/V Equipment, following floor plan
- School Site Liaison, 1 staff member per group of 30 students
- 4-6 Panelists for Networking event (industry professionals from a variety of fields)
- Contact information for participating students and signed liability waivers by parents

Part 2: Virtual Coaching

Students may continue with a **virtual coaching program** aimed at guiding them to reach their goals of finding mentors within their field(s) of interest

Skillify provides:

- Mentors: Skillify will make email introductions to at least 1 mentor per student, as requested by the student
 - Students will use skills learned from Skillify to approach professionals in their fields of interest and schedule virtual informational interviews independently.
 - If the students do not meet the minimum participation threshold (as defined below), Skillify will escalate to the assigned school resources (in this case, titled: "liaisons") for assistance. In the case that escalation does not result in meeting

the minimum participation threshold, Skillify will not be held accountable to their receiving of mentorship/job-shadow/internship.

- Small group coaching session per student with Skillify Student Success Coach (SSC)
- Four weeks of personalized text-based coaching support
- Progress Reports

Client/School provides:

- School Site Liaisons - When Skillify contacts Liaison requesting help with an unresponsive student, Liaison will get in touch with the student and help re-engage
- In-Class support for completion of tasks

Student provides - Minimum Participation Threshold (defined as “Engaged Student”):

- Attends and completes Skillify Conference
- Completes Post-Conference Survey
- Schedules at least one group coaching session with Skillify team within 1 week of attending the conference
- Attends all scheduled coaching sessions with Skillify team
- Requests introductions to industry professionals/mentors listed in the Skillify database
- Emails and schedules virtual meetings with professionals/mentors
- Attends all scheduled virtual meetings with professionals/mentors in a professional manner
- Responds to all emails from Skillify team and professionals/mentors within 72 hours of receiving them; CC’s Skillify in all emails to professionals/mentors
- Submits check-Ins

Criteria for success:

- ❖ 90% of engaged students find the program beneficial;
- ❖ 90% of engaged students feel greater levels of confidence in their professional skills;
- ❖ 90% of engaged students attend a networking event;
- ❖ 70% of engaged students complete informational interviews with 1-2 mentors

Program Options and Tuition

(per student; 50 students minimum)

Fulfills grant requirements for Perkins, CTEIG, CTE State Competitive, Strong Workforce Program, Title I-IV

Pilot	1 Conference	1 Conference + 4 Week Program (One Semester)	2 Conferences + 8 Week Program (Two Semesters)
Outcomes: Essential Soft Skills Training Structured Mentorship	Outcomes: Essential Soft Skills Training	Outcomes: Essential Soft Skills Training Structured Mentorship	Outcomes: Essential Soft Skills Training Structured Mentorship Internship Applications
<input checked="" type="checkbox"/> Mentorship Conference <input checked="" type="checkbox"/> 1 Mentor Introduction <input checked="" type="checkbox"/> 4 Weeks Coaching Internship Conference	<input checked="" type="checkbox"/> Mentorship Conference 2 Mentor Introductions 4 Weeks Coaching <input checked="" type="checkbox"/> Internship Conference Resume Coaching	<input checked="" type="checkbox"/> Mentorship Conference <input checked="" type="checkbox"/> 2 Mentor Introductions <input checked="" type="checkbox"/> 4 Weeks Coaching Internship Conference Resume Coaching	<input checked="" type="checkbox"/> Mentorship Conference <input checked="" type="checkbox"/> 2 Mentor Introductions <input checked="" type="checkbox"/> 8 Weeks Coaching <input checked="" type="checkbox"/> Internship Conference <input checked="" type="checkbox"/> Resume Coaching
\$490/student \$10,000 all-in discounted flat rate (30 students cap)	\$290/student	\$540/student	\$690/student
Networking Workshop Networking Event Email Etiquette Workshop Professional Behavior and Communication Workshop Technical Literacy 1 Mentor E-Introduction Small Group Coaching Mentor Call Scheduling and Reviews On-demand email and text support	Networking Workshop Networking Event Resume Writing Workshop LinkedIn Guide Interview Workshop Mock Interviews	Networking Workshop Networking Event Email Etiquette Workshop Professional Behavior and Communication Workshop Technical Literacy 2 Mentor E-Introductions Small Group Coaching Mentor Call Scheduling and Reviews On-demand email and text support	Networking Workshop Networking Event Email Etiquette Workshop Professional Behavior and Communication Workshop Technical Literacy 2 Mentor E-Introductions Small Group Coaching Mentor Call Scheduling and Reviews On-demand email and text support Resume Writing Workshop LinkedIn Guide Interview Workshop Mock Interviews Applying to Internship / Jobs Resume Reviews