

10. Arbitration

Subject to the conditions and exceptions noted below and to the extent not inconsistent with applicable law, in the event of any controversy, dispute, or claim arising out of or relating to this Agreement, both parties agree to submit the dispute to arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association then in effect.

11. Death or Disability

If you are a natural person, your death, disability, or incompetence will not terminate or change the terms of this Agreement. However, your executor, guardian, attorney-in-fact, or other authorized representative may terminate this Agreement by giving us proper written notice.

12. Client Representation and Warranties

You represent that you have the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation or duty to which you are bound, whether arising out of contract, operation of law, or otherwise. You agree to provide us with any other information and/or documentation that we may request in furtherance of this Agreement or related to your investment needs, goals, objectives, and risk tolerance, either directly from you or through your designated attorney, accountant, or other professional advisors.

13. Severabilities

If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such state or jurisdiction.

1. Consulting Fee

Our fee for the services provided under this Agreement ("Consulting Fee") shall be based on the fee schedule mentioned below: The selection of the following packages will be determined in future meetings:

2.1 Level 1 (\$5000 Annual):

(Typically for clients with a Net Worth over \$150,000). This level includes one annual planning meeting for updating our 24/7 planning tool and the client's Personal Finance Progress Report. (Estate Planning and Insurance are reviewed every 3 years). Additional services include a comprehensive Financial Statement and access to Straight Finance's educational materials.

2.2 Level 2 (\$10,000 Annual):

(Typically for clients with a Net Worth over \$500,000). This level includes 2 semi-annual planning meetings; one for updating our 24/7 planning tool and the Personal Finance Progress Report, and another for the Estate Planning and Insurance Progress Reports. Additional services include a comprehensive Financial Statement, access to Straight Finance's educational materials, coordination of strategies with their legal and tax professionals, and the Clear Money Path Survivor Binder.

2.3 Level 3 (\$15,000 Annual):

(Typically for clients with a Net Worth over \$1,000,000). This level includes 3 planning meetings throughout the year for updating the 24/7 planning tool and the Personal Finance Progress Report; the Estate Planning and Insurance Progress Reports; and the Strategic Giving Plan. Additional services include a comprehensive Financial Statement, access to Straight Finance's educational materials, coordination of strategies with their legal and tax professionals.

PROJECT

Phillipsburg Heights Employee Training Program

TRAINING SERVICES

TRAINING MANAGER shall provide the following scope of services to assist the CLIENT with the Employee Training Program.

EXHIBIT 1 | SCOPE OF SERVICE

- 1. Develop and deliver a customized training curriculum based on the CLIENT's requirements.
- 2. Utilize the LMS software to manage and deliver training materials, assignments, assessments, and evaluations.
- 3. Provide live virtual training sessions and workshops as needed.
- 4. Monitor employee progress and provide regular reports to the CLIENT.
- 5. Offer coaching and support to employees as they complete the training program.
- 6. Evaluate the effectiveness of the training program and suggest improvements.

IN WITNESS WHEREOF, the parties have executed this Agreement
in duplicate this 18th day of March, 2025.

TRAINING MANAGER

CLIENT

Authorized Signature

Authorized Signature



2.4 Level 3 (\$15,000 Annual):

Typically for clients with a Net Worth over \$1,500,000). This level includes the Level 3 planning meetings throughout the year, and the custom Financial Retreat meeting (which includes your legal and tax professionals and your Next Generation participation). Level 3 meetings include updating: the 24/7 planning tool and the Personal Finance Progress Report, the Estate Planning and Insurance Progress Reports, and the Strategic Giving Plan. Additional services include a comprehensive Financial Statement, access to Straight Finance's educational materials, coordination of strategies with their legal and tax professionals, the Straight Finance Essential Binder, and comprehensive Data Aggregation across all financial accounts.

3. Risk Acknowledgement

We do not guarantee the future performance of any of your assets or accounts for which we provide consulting services under this Agreement, any specific level of performance, or the success of any investment recommendation or strategy that we may recommend and that the result of following our advice will not always be profitable.

4. Advisor Liability

Except for gross negligence or malfeasance, or violation of applicable law, neither we nor any of our partners, principals, employees, or agents shall be liable hereunder or otherwise for any action performed or omitted to be performed or for any errors of judgment in performing services under this Agreement.

5. Proxies and Class-Action Lawsuits

1.1 Directing the manner in which proxies solicited by issuers of securities you beneficially own shall be voted

6. Non-exclusivity

You acknowledge and understand that we shall be free to render investment advice to others and that we do not make our services available exclusively to you. We (and our advisory affiliates, employees, representatives, and agents) may have or take the same or similar positions in specific investments for our own accounts, or for the accounts of other clients, as the positions we recommend to you; provided, however, nothing in this Agreement shall put us under any obligation to recommend to you the purchase or sale of any security which we (or our advisory affiliates, employees, representatives, and agents) may purchase or sell for our own accounts or for the account of any other client.

7. Notices

Any notice or correspondence required in connection with this Agreement will be deemed effective upon receipt if delivered to either party at their address listed above unless (a) either party has notified the other party of another address in writing or (b) you have consented in writing to receive such notice, correspondence, or other communication from us by electronic delivery (e.g., email).

8. Assignments

Neither party may assign this Agreement without the consent of the other party. Both parties acknowledge and agree that transactions that do not result in a change of actual control or management shall not be considered an assignment.

9. Confidentiality

Except as required by applicable law, rule, or regulation, or in order to perform the services contemplated by this Agreement, the parties agree to treat information provided in connection with this Agreement as confidential.

Annexure A

Description of Services

- Financial Position
 - Net Worth Statement
 - Cash Flow Statement
 - Debt Management
- Insurance/Survivor Protection Review
 - Life Insurance
 - Disability Insurance
 - Long Term Care
- Tax Planning
 - Strategy and Advice in concert with your tax professional
- Retirement Planning
 - Retirement Income Projection
 - Retirement Strategy and Advice
 - Business Succession Planning
 - Executive Deferred Compensation Plans / Pension Payout Elections.
- Education Goal Planning
 - Strategy and Advice
- Investment Planning
 - Asset Allocation / Portfolio review
 - Investment Policy Statement
- Distribution Planning
 - Strategic Giving Plan and Advice
 - Estate Planning Strategy and Advice
- Other
 - Essential Binder



FINANCIAL CONSULTING

A G R E E M E N T

This financial consulting agreement (the "Agreement") is made on this 8 day of May 2022 between the undersigned party or parties, Star Tech, Inc., a tech company with its headquarters located in New York, NY (hereafter referred to as the "you" or "your"), and Straight Finances Inc., a registered investment advisor, with its principal offices located in Los Angeles, CA (hereinafter referred to as "us," "we," or "our").

Terms

1. Financial Consulting Services

We shall provide you with the specific financial consulting services described in the attached Annexure A. We shall not have custody of any of your assets. Any recommendations regarding investments will be provided on a non-discretionary basis. Accordingly, any such recommendations may be implemented, at your sole discretion, yourself or with the professional advisor(s) of your choosing (including your broker, accountant, attorney, etc.). You acknowledge that with respect to estate and/or tax planning, our role shall be that of a facilitator between you and your designated professional advisor(s). When performing services under this Agreement, we are neither your attorneys nor your accountants and no portion of the services rendered by us should be interpreted by you as legal, tax, or accounting advice. We recommend that you seek the advice of a qualified attorney and accountant.

CLIENT

1. **COMMUNICATION:** The CLIENT shall provide to the TRAINING MANAGER all the necessary information, including program objectives, employee information, and timeline, required for the project in a timely and effective manner.
2. **ACCESS:** The CLIENT shall provide access to the LMS software and any necessary resources for the TRAINING MANAGER to perform their services.

SECTION III | PAYMENT

1. **COMPENSATION:** The CLIENT agrees to pay the TRAINING MANAGER a lump sum fee of One Hundred Thousand US Dollars (\$100,000/- USD). 50% in advance and 50% after the completion of the project.
2. **REIMBURSEMENT FEE:** Reimbursement expenses for the extra hours and additional resources, including transport, rent, and food, shall be paid to the TRAINING MANAGER by the CLIENT.
3. **OTHER:** Other methods of compensation are allowed only after written approval by both parties. Payment is due within 30 days of billing.
4. **BILLING:** The TRAINING MANAGER shall bill the CLIENT monthly for services reimbursement.
5. **DISPUTE RESOLUTION:** If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of services under this agreement, the TRAINING MANAGER and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, the dispute shall be resolved by litigation in an appropriate court in Kansas. Client and TRAINING MANAGER hereby waive the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorney's fees.

SECTION IV | MISCELLANEOUS

1. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and may not be modified otherwise in writing mutually agreed to by the CLIENT and TRAINING MANAGER.
2. **APPLICABLE LAW:** This agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the state of Kansas.

14. Terms of Agreement and Termination

By entering into this Agreement you agree to comply with the terms and conditions contained herein and agree and acknowledge that we have the right to modify this Agreement at any time. We will provide you with notice of any such modifications and such modification shall thereafter become effective unless you provide us with notice of your intention to terminate the Agreement. You further agree to abide by any rules, procedures, standards, requirements, or other conditions that we may establish in connection with providing our services under this Agreement.

This Agreement shall have an initial term of one year unless terminated by either party in writing. On the one-year anniversary date, and thereafter, this Agreement shall renew automatically without action by either party unless terminated.

You shall have fifteen (15) business days from the date of execution of this Agreement to terminate our services without penalty. Termination of this Agreement will not affect

14.1 The validity of any action previously taken by us under this Agreement

14.2 Liabilities or obligations of the parties from transactions initiated before termination of this Agreement

14.3 Your obligation to pay us fees that have already been earned under this Agreement.

15. Governing Law

To the extent not inconsistent with applicable federal law, this Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, or performance shall be governed or interpreted according to the laws of the State of California without regard to choice of law considerations except for the Section entitled Arbitration, which shall be governed by the Federal Arbitration Act.

This Agreement made and entered into by and between Kevin M. Jones, Party of the first part (hereinafter called the TRAINING MANAGER), and Phillipsburg Corp., Party of the second part (hereinafter called the CLIENT).

WHEREAS, the CLIENT is authorized and empowered to contract with the TRAINING MANAGER for the purpose of obtaining training services for the following improvement: Employee Training Program (Phillipsburg Heights)

WHEREAS, the TRAINING MANAGER is experienced in providing training and development services, now, therefore, IT IS AGREED by and between the two parties aforesaid as follows:

SECTION I | DEFINITIONS

As used in this Agreement, the following terms shall have the meaning ascribed:

1. ADDITIONAL SERVICES means any services required by CLIENT not covered by Exhibit 1.
2. TRAINING MATERIALS include documents, presentations, and other materials provided as part of the training services under this Agreement.
3. TRAINING SERVICES means the provision of training, coaching, and development services as agreed upon by the Contract.
4. LMS SOFTWARE means the Learning Management System software used to deliver the training services.

SECTION II | RESPONSIBILITIES

TRAINING MANAGER

1. SCOPE OF SERVICES: The TRAINING MANAGER shall provide the training services outlined in Exhibit 1, utilizing the LMS software for the Phillipsburg Heights Employee Training Program.
2. PERSONNEL: The TRAINING MANAGER shall assign qualified personnel to perform services.
3. TRAINING MATERIALS: The TRAINING MANAGER shall provide all necessary training materials required for the training program.
4. SUBCONTRACTING OF SERVICES: The TRAINING MANAGER shall not subcontract any of the training services to be performed under this Agreement without the prior written consent of the CLIENT.