GALVESTON CAMPUS

Sales Tax Exemption

Texas A&M University-Galveston is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of Texas A&M University-Galveston.

The laws of the State of Texas shall govern this Purchase Order.

<table>
<thead>
<tr>
<th>Purchase Order</th>
<th>Purchase Order Date</th>
<th>PO/Reference No.</th>
<th>Revision No.</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Jan 17, 2018</td>
<td>AB0343970</td>
<td>0</td>
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</tbody>
</table>

Contact instructions for questions regarding this Purchase Order:
If Buyer Contact information is listed below, please contact the Buyer.
If not, please contact the Customer.

Buyer Contact:
Buyer:               Buyer Email:       Buyer Phone Number:
meyst - Young, Marla meyoung@tamu.edu 979.845.2139

Customer Contact:
Name:                 Email:        Phone:
Carrie Coutorie      COUTORIC@TAMUG.EDU

Order acceptance instructions:
Vendor guarantees that the products delivered or the services performed as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M’s Department of Procurement Services prior to shipping.

Supplier Information
Supplier Name:          Address:          FOB / FREIGHT:  Pre-Pay & Add:  Payment Terms:  Contract Number - Header:  Contract Number - Line:  Quote number:
CLOUD-RAINOSEK & ASSOCIATES LP 4726 YOAKUM BLVD HOUSTON, TX 77006 US  Destination  No  0, Net 30  no value  no value  

Delivery Information
Delivery Address: TANUS Member: Attn: Accounts Payable
TAMU-Galveston Financial Mgmt Services
P.O. Box 1675
Galveston, TX 77553 United States

Required Delivery Date: Ship Via: Best Carrier-Best Way

Notes to Supplier
As per the attached agreement.

Shipping Instructions
Note to Supplier: Attachments for supplier:
Cloud-Rainosek - ...
Standard Terms an...

PO Clauses
Header 001 No Collect Freight Charges Accepted Neither COD nor "Collect" freight or handling charges will be accepted.

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Product Description</th>
<th>Catalog No.</th>
<th>Size / Packaging</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Ext. Price</th>
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</table>

1 of 2

1/17/2018, 3:45 PM
<table>
<thead>
<tr>
<th>1 of 6</th>
<th>Leadership challenge program - 2-day The Leadership Challenge and Leadership Practice Inventory</th>
<th>None</th>
<th>EA</th>
<th>7,425.00 USD</th>
<th>1 EA</th>
<th>7,425.00 USD</th>
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<tbody>
<tr>
<td>2 of 6</td>
<td>Materials for 2-day The Leadership Challenge and Leadership Practice Inventory for up to 18 staff members.</td>
<td>None</td>
<td>EA</td>
<td>476.00 USD</td>
<td>18 EA</td>
<td>8,568.00 USD</td>
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<tr>
<td>3 of 6</td>
<td>Developing Leadership Coaching Capacities - 10 two-hour sessions</td>
<td>None</td>
<td>EA</td>
<td>8,250.00 USD</td>
<td>1 EA</td>
<td>8,250.00 USD</td>
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<td>4 of 6</td>
<td>Materials for Developing Leadership Coaching Capacities - up to 18 staff members</td>
<td>None</td>
<td>EA</td>
<td>155.00 USD</td>
<td>18 EA</td>
<td>2,790.00 USD</td>
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<td>5 of 6</td>
<td>Reassessment - Leadership Practice Inventory</td>
<td>None</td>
<td>EA</td>
<td>1,650.00 USD</td>
<td>1 EA</td>
<td>1,650.00 USD</td>
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<tr>
<td>6 of 6</td>
<td>Materials for Reassessment - Leadership Practice Inventory - up to 18 staff members</td>
<td>None</td>
<td>EA</td>
<td>217.00 USD</td>
<td>18 EA</td>
<td>3,906.00 USD</td>
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<td><strong>Total</strong></td>
<td><strong>32,589.00 USD</strong></td>
<td><strong>Billing Information</strong></td>
<td><strong>Billing Address</strong></td>
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</tbody>
</table>
| **To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the “Billing Address” section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail abvendorhelp@tamu.edu. Invoice must include the PO/Reference number shown above.** | Texas A&M University  
Galveston-Accounts Payable  
***Do Not Mail Invoices***  
Email invoices to acctspay@tamu.edu  
P.O. Box 1675  
Galveston, TX 77553  
United States |
AGREEMENT BETWEEN
Cloud-Rainosek & Associates, LP (CRA)
AND
Texas A&M University in Galveston (Client)
Effective Date June 29, 2017 (the “Agreement”)

Statement of Work, Requirements and Time Commitment:

- CRA and staff are committed to the programs described below, which will include one facilitator for each of the programs.

- 16 to 18 participants will be involved in each program. Client agrees to cooperate in setting up and scheduling for attendance to CRA programs, to ensure the required number of participants, provide the space, food and drinks for the meetings. If a program is a day long program then the client will provide overnight stays for the facilitator, and breakfast and lunch for the meeting/s.

- CRA will provide materials (Materials) which will be proprietary copyrighted works created by CRA (or Wiley Publishing Company (“Wiley”), which CRA has permission to use and incorporate into the work of CRA). The Materials may not be reproduced, further distributed or used for other purposes by Client without the written consent of CRA. All Materials for use in the programs will be purchased by Client from CRA and may only be used as provided above.

- The time required for each program is set out below.

Financial Terms of the Agreement

Contracted Fee:
Note: Each of the programs requires a minimum of 14 participants and a maximum of 18 participants. If the participant number is less than the minimum, stated above, the facilitator fee remains the same. An increase in the participant number above the maximum stated above will affect an increase in facilitator fees in an amount which will be communicated by CRA depending on, among other things, the size of the increase in participants. Facilitator and Materials costs will stay the same through the Agreement, if the Agreement is signed before November 1, 2017. If signed after that date, the cost of Materials may increase based on, among other things, increases in the cost of the Wiley materials incorporated in the Materials.

- Introduction to The Leadership Challenge (TLC) and Instructions about the Leadership Practice Inventory (LPI)—One facilitator will be provided for this program.
  
  Time Requirement - 1 ¾ hours and materials
  Facilitator Fee - No Charge

- Two Day LPI and TLC—One facilitator will be provided for this program.

  Time Requirement - Four 1 1/2 hour programs
  Facilitator Fee - $7,425.00
  Materials and LPI per participant—$476.00
Make-up for the one day: $375.00 per hour facilitator fee, it usually
Takes 6 hours, and one facilitator.

• Developing Leadership Coaching Capacities—One Facilitator will be
Provided for this program

  Time Requirement - (10 sessions, two hours each)
  Facilitator Fee - $8,250.00
  Materials per participant - $155.00

  Make-up for one of these sessions: $375.00 per hour facilitator fee;
One and half hours per session, and one facilitator.

Reassessment-LPI (This program occurs four to six months
after the participants have completed the LPI/TLC Two Day and Coaching program.)
One facilitator will be provided for this program.

  Time Requirement - Half day (4 hours)
  Facilitator Fee - $1,650.00
  Materials and LPI per participant--$217.00

  Make-up for this session: $375.00 per hour;
3 hours, and one facilitator.

Payments are to be sent to Cloud-Rainosek & Associates, LP (CRA), 4726 Yoakum Blvd., Houston, TX,
77006, and are due 30 calendar days or less from the invoice date... CRA and Client (TAMU-G) have
agreed the Client will pay the fees listed above for the programs to CRA to meet the financial obligations
for the programs.

If Client desires to continue to provide the programs without the use of a CRA facilitator beyond the
completion of this Agreement, then so long as the Client agrees to buy, and subsequently buys, all the
necessary Materials and the LPI from CRA, CRA will give written consent to the Client to use CRA designs
and Materials, and will serve as the administrator for the LPI and prework (Recalling Personal Best Leader-
ship and Characteristics of Leaders) for the Two Day TLC/LPI program, and provide handouts for all
programs and obtain necessary materials from Wiley for the programs.

Cancellation/Dispute Resolution:
If either Client or CRA make a decision to end the professional relationship and the other party does
not agree to the termination, both parties agree to meet in person to discuss any issues in the business
relationship and to make an effort to resolve these differences. If after meeting and conferring
either party still desires to terminate this Agreement, both parties agree to mediate any dispute arising
from the Agreement, including, but not limited, to fees and services, within 30 calendar days of
notifying the other party of the dispute and before filing any claim or lawsuit. Mediation will be in
Houston, Texas and will utilize the rules and mediators of the American Arbitration Association. The
parties will share the cost of any such mediation.

In the case of an act of God or circumstances beyond the control of the CRA facilitator or Client (in-
clement weather, accident, travel delays/cancellations, etc.) a mutual resolution (Ideally rescheduling
the meetings and services) will be agreed upon by both parties within a 48 hour period of the date of
the previously scheduled training. In the event that the appearance of Dr. Jackalyn Rainosek is can-
celled by CRA for reasons other than illness or acts of God, CRA will provide within 48 hours a suitable
new date for providing the training, and offer the services of Liz Cloud, co-owner of CRA, to provide
the services on the same terms as stated in this Agreement

Texas A&M University in Galveston

by LINDY M. BEASLEY
EXECUTIVE DIRECTOR
CONTRACT ADMINISTRATION
Cloud-Rainosek & Associates, LP

by Jackalyn Rainosek, PHD, Co-Owner of Cloud-Rainosek & Associates, LP (CRA)—Signature and Date

by Liz Cloud, Co-Owner of Cloud-Rainosek & Associates, LP (CRA)—Signature and Date

Please sign TWO Copies and Return to Dr. Rainosek (jackalyn@dtp-leadership.com). Dr. Rainosek and
Liz Cloud will return one signed copy to client, TAMU-G (lees@tamug.edu).