Sales Tax Exemption

Texas A&M University 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.

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

Order acceptance instructions:

Acceptance of this Purchase Order (PO) is expressly limited to the Terms & Conditions on the front of this PO, the Standard Terms & Conditions located at http://iodp.tamu.edu/vendors/purchasing.html and any attachments or appendices incorporated herein. Seller may request a hard copy of the Standard Terms & Conditions by contacting the Texas A&M Research Foundation’s (TAMRF) Authorized Agent. If no written request is received, Seller has acknowledged it has access to the referenced website and has reviewed and fully accepted these Standard Terms & Conditions. Any exceptions to any of the terms of this PO Order must be submitted in writing within 10 days of receipt of this order.

<table>
<thead>
<tr>
<th>Supplier Information</th>
<th>Delivery Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplier Name</td>
<td>Delivery Address</td>
</tr>
<tr>
<td>OHRVALL MEDIA LLC DAVID L OHRVALL DBA</td>
<td>TAMUS Member: 02-Texas A&amp;M University (02)</td>
</tr>
<tr>
<td>Address</td>
<td>Attn: Kim Austin</td>
</tr>
<tr>
<td>13400 S ROUTE 56 STE 116-340 PLAINFIELD, IL 60585-5830 US</td>
<td>Career Management Ctr</td>
</tr>
<tr>
<td>Phone</td>
<td>Room: 383</td>
</tr>
<tr>
<td>+1 630-378-9738</td>
<td>4216 TAMU</td>
</tr>
<tr>
<td>Fax</td>
<td>College Station, TX 77843-4216</td>
</tr>
<tr>
<td>+1 630-378-9739</td>
<td>United States</td>
</tr>
<tr>
<td>FOB / FREIGHT</td>
<td>Delivery Information</td>
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<td>Ship Via: Best Carrier-Best Way</td>
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Notes to Supplier

As per attached referenced contracts and addendums.

Shipping Instructions

Note to Supplier

Attachments for supplier

Ohrvall Media- MB...
Ohrvall Media Pro...

PO Clauses
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<tr>
<th>Line No.</th>
<th>Product Description</th>
<th>Catalog No.</th>
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<tr>
<td>1 of 5</td>
<td>Event 1 - Workshop for MBA students &quot;Communicate Like an MBA&quot; on 7/19/2018 and &quot;Think Like an MBA&quot; on 7/20/2018 by Trainer David Ohrvall</td>
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<td>Event 3 - Workshop for MBA students &quot;Interview Logic&quot; on 08/10/2018 by Trainer David Ohrvall</td>
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<tr>
<td>5 of 5</td>
<td>Event 5 - Workshop for MBA students &quot;Small Groups via Zoom&quot; on TBD; week of September 3 or 17, 2018 by Trainer David Ohrvall</td>
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**Total** 27,650.00 USD

**Billing Information**
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.**

**Billing Address**
Texas A&M University-Accounts Payable
***Do Not Mail Invoices***
Email invoices to invoices@tamu.edu
750 Agronomy Road - Suite 3101
6000 TAMU
College Station, TX 77843-6000
United States
CONTRACT / AGREEMENT APPROVAL TRANSMITTAL FORM

Texas A&M University
Department of Contract Administration
1182 TAMU
Purchasing Building #957
330 Agronomy Road
College Station, Texas 77843-1182
Phone 979-845-0099 / Fax 979-862-7130
contracts@tamu.edu

| CONTRACT #: | 34477 |
| DELEGATION #: |
| AUTH. SIGNATURE: |
| REPOSITORY: |
| DATE RECEIVED: |
| DATE RETURNED: |

**DESCRIPTION OF CONTRACT:**
Contractor / Other Party: Ohrvall Media LLC (dba MBA CASE)
TAMU Office of Origin: Mays Business School Career Management Center
Dept. Contact / Email / Phone: Kim Austin, kaustin@mays.tamu.edu, 979-845-1898, (bus. office contact for payment: Pam Allen, pullen@mays.tamu.edu)

- [X] New Contract
- [ ] Amendment / Modification
- [ ] Renewal / Extension

**CONTRACT TERMS:**
Contract Period: Begin Date: July 19, 2018
Contract Value Per: Fiscal Year: $23,450 FY17
University Funds Required: [X] YES
Total Value: $27,650.00
If yes, Source of Funds: 02-204380

**SIGNATURES RECOMMENDING APPROVAL:**
By signing below you recommend approval of the attached contract and affirm that no conflict of interest exists with Contractor/Other Party.

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<th>DATE</th>
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<tr>
<td>S. Kimbrelly Austin</td>
<td>3-16-18</td>
</tr>
<tr>
<td>Michael Kinney</td>
<td>3-7-18</td>
</tr>
<tr>
<td>James Laird</td>
<td>3-20-18</td>
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**PROCUREMENT SERVICES**

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**CONTRACT ADMINISTRATION**

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**UNIVERSITY CONTRACTS OFFICER**

<table>
<thead>
<tr>
<th>DATE</th>
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**DIVISION VICE PRESIDENT**

<table>
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<tr>
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</table>

**EXECUTIVE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER**

<table>
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<tr>
<th>DATE</th>
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**PROVOST**

<table>
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**PRESIDENT**

<table>
<thead>
<tr>
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**OFFICE OF GENERAL COUNSEL:**

- Approved for Legal Form & Sufficiency
- Approved Subject to the Following Changes/Comments

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
</table>

**INTERNAL USE ONLY:**

| CHECKLIST | INSURANCE/COI | OGC | PURS | TEC FORM | SREG | UBT | REV COPY |

**COMMENTS:**
This Addendum is hereby made a part of and incorporated into the Contract ("Agreement"), to which it is attached, between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("TAMU"), and Ohrvall Media, LLC dba MBA Case ("MBACASE").

1. MBACASE shall be solely responsible for compliance with any performing fees, rules, regulations, or responsibilities required by any organization of which MBACASE is a member or may be contractually bound including the fees of MBACASE. MBACASE further agrees that payment of speaking and/or performing rights licenses for all material to be performed under the auspices of TAMU is the responsibility of MBACASE. MBACASE shall indemnify, hold harmless, and defend TAMU, its officers or employees, from and against any and all claims or suits that may be made or brought against MBACASE for non-compliance of any rules, regulations, or responsibilities required by said speaking or performing-rights licenses with respect to the performance of any material performed under the Agreement.

2. FORCE MAJEURE. The Agreement may be rescinded if any accidents, illness, epidemics, acts of God, or any event beyond the reasonable control of either party makes it impossible for either party to fulfill the terms of the Agreement. In the event that the presentation of MBACASE/TAMU should be cancelled for any of these reasons, all parties will be relieved of all responsibilities pursuant to the Agreement and the Agreement will be of no further force or effect. Should such cancellation become necessary, initial notification by the canceling party will be by telephone to staff representative, Kim Austin (telephone: (979) 845-2058) followed immediately by an email copy (email: kaustin@mays.tamu.edu) resulting in the cancellation, with original documentation of circumstances provided to the non-canceling party within forty-eight (48) hours of the initial notice of cancellation.

3. If a breach by MBACASE of any provision of the Agreement, for any reason other than a force majeure as set out in Item #2 above, results in the agreed presentation not occurring, MBACASE agrees to reimburse TAMU for any and all documented out-of-pocket expenses, including but not limited to, advertising expenses and local production expenses. Payment will be due in full sixty (60) days from the contracted presentation date.

4. MBACASE understands that possession and/or consumption of intoxicating beverages in undesignated areas or other illegal substances on the campus of Texas A&M University is forbidden. If consumption of intoxicating beverages, narcotics, or other illegal substances renders MBACASE, or its employees, agents, or representatives, incapable of fulfilling the terms and conditions outlined in the Agreement, TAMU may cancel the Agreement without liability on the part of TAMU.

5. MBACASE agrees to provide TAMU's representative with exact information regarding method and time of arrival in College Station, Texas, a minimum of seventy-two (72) hours prior to starting time of presentation. The contact person for this event is Kim Austin, who may be reached at (979) 845-2058.

6. MBACASE shall have the right to have souvenir programs or other souvenir items sold with the understanding that sales tax will be calculated and retained by TAMU for remittance. TAMU will also retain 25% of Gross Sales, Gross Sales defined as total less sales tax of 8.25%. All merchandise inventory will be counted before and after all sales by TAMU representatives and settlement will occur immediately after inventory check out is finished. TAMU representatives will not sell merchandise.

7. MBACASE grants TAMU permission to use the name and photo of MBACASE in all event promotions.
8. In regard to photographs, still, non-flash photographs by representatives of the campus and community media will be permitted. It is the responsibility of MBACASE to satisfy any Author's Equity or similar union or guild requirements concerning notification that photographs are being taken.

9. MBACASE hereby grants permission for TAMU to tape record and/or videotape presentation for non-commercial purposes. The tape(s) will remain the property of TAMU.

10. It is understood and agreed that MBACASE will not solicit funds or contributions either directly or through sale of materials during this contracted period and that no literature of any kind will be distributed unless prior permission is obtained from TAMU.

11. It is understood and agreed that nothing contained in the Agreement shall require TAMU to violate Texas A&M University rules, or any state or federal laws or regulations, including but not limited to the Public Information Act under Texas Government Code, Chapter 552. Upon TAMU's written request, MBACASE will provide specific public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to TAMU in a non-proprietary format acceptable to TAMU. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which TAMU has a right of access. MBACASE acknowledges that TAMU may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

12. By executing and/or accepting this Agreement, MBACASE and each person signing on behalf of MBACASE certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M System (TAMUS) or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by TAMU or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

13. As a department of a public institution of the State of Texas, TAMU is not authorized to make advance payments of any nature including, but not limited to, deposits.

14. All invoices over 45 days outstanding are subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

15. TAMU will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the U.S. Internal Revenue Service or other similar state/federal agencies.

16. TAMU, as an administrative entity of the Texas state government, is tax exempt.

17. MBACASE acknowledges that, because TAMU is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of TAMU or for injuries caused by conditions of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of TAMU is provided by TAMU as mandated by the provisions of Chapter 502, Texas Labor Code. TAMU shall have the right, at its option, to (a) obtain liability insurance protecting TAMU and its employees and property insurance protecting TAMU's buildings and contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by TAMU as a result of its operations under the Agreement.

18. As an administrative entity of the State of Texas, TAMU is not authorized to indemnify any party with which TAMU contracts.
19. MBACASE shall hold harmless TAMU, its agents, employees, and representatives from any liability or action arising from personal injury or property damage caused by the negligent act of omission or commission of MBACASE or its employees, agents, or representatives.

20. Whereas the State of Texas is a "Right to Work" state and TAMU is an administrative entity of the state acting under color of state law, TAMU cannot require union membership as a prerequisite for employment.

21. In signing the Agreement and this Addendum, TAMU does so as sponsor of the presentation and not as employer, producer, or operator.

22. TAMU will not be liable to MBACASE for any damage to or loss of property while in transit to or from the presentation or during the presentation except as may result from negligent acts of employees or authorized representatives of TAMU. Any such claim shall be limited as determined by State of Texas statute.

23. MBACASE must notify TAMU of any and all "Sponsors" or "Underwriters" or any entity other than MBACASE who is receiving promotional consideration from MBACASE. TAMU reserves the right to limit any promotional/sponsor activities which do not meet the requirements of artistic/technical quality, or do not contribute to TAMU's goals.

24. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU and MBACASE to attempt to resolve any claim for breach of contract made by MBACASE that cannot be resolved in the ordinary course of business. MBACASE shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of TAMU, who shall examine MBACASE's claim and any counterclaim and negotiate with MBACASE in an effort to resolve the claim.

25. Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

26. Pursuant to Section 2252.903, Texas Government Code, MBACASE agrees that any payments owing to MBACASE under the Agreement may be applied directly toward certain debts or delinquencies that MBACASE owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

27. If MBACASE is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then MBACASE certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that MBACASE is exempt from the payment of franchise (margin) taxes.

28. MBACASE understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. MBACASE agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. MBACASE will include this provision in all contracts with permitted subcontractors.

29. MBACASE expressly acknowledges that TAMU is an agency of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by TAMU of its right to claim such exemptions, privileges, and immunities as may be provided by law.

Texas A&M Presentation Addendum
30. MBACASE acknowledges that TAMU may request a consultant to perform a criminal background check on any employee and/or representative of MBACASE who conducts business pursuant to the Agreement on the campus of TAMU.

31. The Agreement and this Addendum contain the entire understanding of the parties and shall be amended or modified only in writing by MBACASE and TAMU. It is performable in Brazos County, Texas, and shall be construed, interpreted and governed pursuant to the laws of the State of Texas.

32. In the event of any conflict or ambiguity between any part of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall in all respects govern and control.

Signatories to this Addendum warrant that they are duly authorized representatives of the parties to the Agreement.

ACCEPTED AND AGREED:

FOR: TEXAS A&M UNIVERSITY

BY: [Signature]
NAME: Lindy M. Beasley
TITLE: Executive Director, Contract Administration
DATE: 3/29/18

FOR: MBA CASE
Ohrvall Media, LLC
13400 S. Route 59, Ste. 116-340
Plainfield, IL 60585-5830
(630) 378-9738

FEIN: 45-5262343 for payroll tax reporting
BY: [Signature]
NAME: David Ohrvall
TITLE: Founder & President
DATE: 3/30/18

Texas A&M Presentation Addendum
Proposal No. 1095
Texas A&M University Mays Business School, July 19-20; August 9, 10, 29; September 2018

CLIENT
Kimbrelyn (Kim) Austin
Texas A&M University Mays Business School
4216 TAMU
210 Olsen Blvd., 383 Wehner Building
College Station Texas 77843-4216

PROPOSAL TOTAL
$27,650.00

PROPOSAL DATE
02/02/2018

INTRODUCTION/TERMS

Crack the Case
Proposal & Engagement Terms

School/Program: Texas A&M University Mays Business School

Trainer: David Ohrvall

Proposed Event #1

Communicate Like an MBA
Includes one workshop of 3.5 hours
Maximum of 70 attendees
See sample agenda attached

Confirmed Date: Thursday, July 19, 2018

Proposed Schedule: 1:30pm-5:00pm

Audience: All MBAs

Think Like an MBA
Includes one workshop of 3.5 hours
Maximum of 70 attendees
See sample agenda attached

Confirmed Date: Friday, July 20, 2018

Proposed Schedule: 9:00am-12:30pm

Audience: All MBAs

Total Fixed Fee: $6,150 USD Excluding two nights hotel accommodations which will be booked and paid for directly by the Mays Business School. No itemized reporting of travel expenses will be submitted.

Required Room Features: Amphitheater seating with counters for writing is strongly preferred; white boards with new black and blue markers; wireless mic with spare batteries; Internet/projector access w/Power Point 2010 (or later version).

Proposed Event #2
Executive Problem Solving (based on Crack the Case Level 1 Full Day)
Includes one workshop split into two 3-hour parts
Maximum of 70 attendees
See sample agenda attached

Confirmed Date: Thursday, August 9, 2018

Proposed Schedule: 9:00am-12:00pm; lunch break; 1:00pm-4:00pm

Audience: All MBAs

Total Fixed Fee: $5,675 USD Excluding hotel accommodations which will be booked and paid for directly by the Mays Business School. No itemized reporting of travel expenses will be submitted.

Required Room Features: Amphitheater seating with counters for writing is strongly preferred; white boards with new black and blue markers; wireless mic with spare batteries; Internet/projector access w/Power Point 2010 (or later version)

Proposed Event #2

Interview Logic
Includes one workshop of 3 hours
Maximum of 70 attendees
See sample agenda attached

Small Case Interview Groups
Includes four workshops of 55 minutes each
Maximum of 5 attendees per small group
See sample agenda attached

Confirmed Date: Friday, August 10, 2018

Proposed Schedule: Interview Logic, 9:00am-12:00pm; Small Groups, 1:00pm-1:55pm, 2:00pm-2:55pm, 3:00pm-3:55pm and 4:00pm-4:55pm

Audience: All MBAs

Total Fixed Fee: $5,675 USD Excluding hotel accommodations which will be booked and paid for directly by the Mays Business School. No itemized reporting of travel expenses will be submitted. (Two nights of hotel will be required for August 9-10, 2018)

Required Room Features: Interview Logic, Amphitheater seating with counters for writing is strongly preferred; white boards with new black and blue markers; wireless mic with spare batteries; Internet/projector access w/Power Point 2010 (or later version); Small Groups, Conference or study room with writing surfaces, no AV needs.

Proposed Event #4

Crack the Case Level 2
Includes one workshop of 3 1/2 hours
Maximum of 70 attendees
See sample agenda attached

Small Case Interview Groups
Includes four workshops of 55 minutes each
Maximum of 5 attendees per group
See sample agenda attached

Confirmed Date: Wednesday, August 29, 2018

Proposed Schedule: CTC Level 2, 8:30am-12:00pm; Small Groups, 1:00pm-1:55pm, 2:00pm-2:55pm, 3:00pm-3:55pm and 4:00pm-4:55pm

Audience: All MBAs

Total Fixed Fee: $5,950 USD Excluding hotel accommodations which will be booked and paid for directly by the Mays Business School. No itemized reporting of travel expenses will be submitted.
Required Room Features: Crack the Case Level 2, Amphitheater seating with counters for writing is strongly preferred; white boards with new black and blue markers; wireless mic with spare batteries; Internet/projector access w/Power Point 2010 (or later version); Small Groups, Conference or study room with writing surfaces, no AV needs.

Proposal Event #5

Small Groups via Zoom
Includes 6 small groups
75 minutes per session
Maximum of 4 attendees per group

Proposed Date(s): TBD; week of September 3 or 17, 2018

Proposed Schedule: TBD

Audience: Any interested MBA

Fees: $700 per group for a maximum of $4,200; a session will be held if 2 or more students register since these hours are removed from our publicly available coaching slots and reserved for Texas A&M.

Insurance: Certificate of insurance available upon request

Audio/Video Recordings: We do not permit recordings of any MBACASE event.

Other Engagement Terms

Content/Intellectual Property Policy: The content of all MBACASE workshops and training events are the sole property of MBACASE. If any content is modified or customized for a specific school or audience, MBACASE retains full rights and ownership (including copyright) of all such modifications and customizations.

Speaker/Trainer Policy: MBACASE may assign an alternate trainer for one or more of your scheduled dates in the unlikely event of sickness, injury, flight cancellation/delay, or other personal emergency. Your speaker/trainer will have the appropriate experience and background to deliver our training content in accordance with MBACASE’s high standards.

Deposit Policy: We will bill a deposit invoice equal to 50% of the agreed fee for your event(s) after the event date(s) have been agreed to by both you and MBACASE. Once we receive payment, your event date is reserved. The remaining 50% of your total fee will be billed after the completion of the event. We request payment within 30 days of the date of an Invoice. In situations where deposits are prohibited due to statutory state law, MBACASE will reserve requested event dates on a case by case basis without the deposit requirement. This exception must be agreed upon in writing by MBACASE.

Late Payment Policy: All Invoices are due 30 days from the date of Issuance. A grace period of up to 15 days will be extended on a case by case basis. Any invoices over 45 days outstanding are subject to a 10% late payment penalty on each.

Cancellation Policy: If an event is cancelled by the school within 30 days of the event date, deposits will not be refunded unless the cancelled date can be rebooked with another school or organization. If an event is cancelled by MBACASE for any reason, including sickness, accident, or weather conditions that prevent travel, MBACASE will reschedule the cancelled event to a date agreeable to both the school and MBACASE. If no agreeable date can be found, MBACASE will refund any deposits in full. The undersigned agrees to indemnify MBACASE for any additional liability for a canceled event.

Attendance Limits: MBACASE agrees to train a maximum number of students as indicated in the “Proposed Event” section of this agreement. If attendance exceeds this level, $100 per additional attendee will be added to the speaking fee.

Materials Policy: MBACASE agrees to provide up to 70 sets of materials for each Crack the Case Level 1 workshop (or equivalent 3 to 3.5 hour workshop or plenary session). For a typical full day event with two workshops, up to 140 sets of materials will be provided. Quantities in excess of 70/per half-day will be charged at $4 per set.

Travel Expense Policy: We prefer to arrange a fixed fee which includes our speaking fee and all travel expenses. This simplifies the billing process and locks in your budget commitment. If you are unable to agree to a fixed fee arrangement due to school policy, we will provide itemized receipts for air, ground, hotel and meal expenses. We book reasonable travel arrangements (e.g. coach airline tickets and mid-priced hotels). When your event directly precedes or follows another MBACASE event, we will allocate expenses equitably across all contiguous events.

The undersigned understand and agree to the terms of the proposed engagement as outlined in this document.
The terms of the engagement can be changed upon mutual agreement of both parties.

David Ohrvall  
Founder & President, MBACASE  
Electronic Signature Attached

School Representative:  
Signature  
Print Name Michael Kenney  
Date 3/7/18

Texas A&M University  
Lindy M. Beasley  
Executive Director,  
Contract Administration  
Date: 3/29/18

Attachments: Workshop Agenda Document(s)

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<th>NAME/DESCRIPTION</th>
<th>QTY/HRS</th>
<th>TOTAL($)</th>
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<td>$3,075.00</td>
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<td>07/20/2018</td>
<td>Half Day Think Like an MBA</td>
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<td>Executive Problem Solving</td>
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$27,650.00
**SIGNATURES**

David Ohvall

By: David Ohvall

02/02/2018

Date Signed

98.193.33.123

IP Address

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Signature Fingerprint
Proposal No. 1095
Texas A&M University Mays Business School, July 19-20; August 9, 10, 29; September 2018

CLIENT
Kimberlyn (Kim) Austin
Texas A&M University Mays Business School
4216 TAMU
210 Olsen Blvd., 383 Wehner Building
College Station Texas 77843-4216

PROPOSAL TOTAL
$27,650.00

PROPOSAL DATE
02/02/2018

INTRODUCTION/TERMS

Crack the Case
Proposal & Engagement Terms

School/Program: Texas A&M University Mays Business School
Trainer: David Ohrvall

Proposed Event #1

Communicate Like an MBA
Includes one workshop of 3.5 hours
Maximum of 70 attendees
See sample agenda attached

Confirmed Date: Thursday, July 19, 2018

Proposed Schedule: 1:30pm-5:00pm

Audience: All MBAs

Think Like an MBA
Includes one workshop of 3.5 hours
Maximum of 70 attendees
See sample agenda attached

Confirmed Date: Friday, July 20, 2018

Proposed Schedule: 9:00am-12:30pm

Audience: All MBAs

Total Fixed Fee: $6,150 USD Excluding two nights hotel accommodations which will be booked and paid for directly by the Mays Business School. No itemized reporting of travel expenses will be submitted.

Required Room Features: Amphitheater seating with counters for writing is strongly preferred: white boards with new black and blue markers; wireless mic with spare batteries; Internet/projector access w/Power Point 2010 (or later version).

Proposed Event #2
Executive Problem Solving (based on Crack the Case Level 1 Full Day)
Includes one workshop split into two 3-hour parts
Maximum of 70 attendees
See sample agenda attached

Confirmed Date: Thursday, August 9, 2018

Proposed Schedule: 9:00am-12:00pm; lunch break; 1:00pm-4:00pm

Audience: All MBAs

Total Fixed Fee: $5,675 USD Excluding hotel accommodations which will be booked and paid for directly by the Mays Business School. No itemized reporting of travel expenses will be submitted.

Required Room Features: Amphitheater seating with counters for writing is strongly preferred; white boards with new black and blue markers; wireless mic with spare batteries; internet/projector access w/Power Point 2010 (or later version

Proposed Event #3

Interview Logic
Includes one workshop of 3 hours
Maximum of 70 attendees
See sample agenda attached

Small Case Interview Groups
Includes four workshops of 55 minutes each
Maximum of 5 attendees per small group
See sample agenda attached

Confirmed Date: Friday, August 10, 2018

Proposed Schedule: Interview Logic, 9:00am-12:00pm; Small Groups, 1:00pm-1:55pm, 2:00pm-2:55pm, 3:00pm-3:55pm and 4:00pm-4:55pm

Audience: All MBAs

Total Fixed Fee: $5,675 USD Excluding hotel accommodations which will be booked and paid for directly by the Mays Business School. No itemized reporting of travel expenses will be submitted. (Two nights of hotel will be required for August 9-10, 2018)

Required Room Features: Interview Logic, Amphitheater seating with counters for writing is strongly preferred; white boards with new black and blue markers; wireless mic with spare batteries; internet/projector access w/Power Point 2010 (or later version); Small Groups, Conference or study room with writing surfaces, no AV needs.

Proposed Event #4

Crack the Case Level 2
Includes one workshop of 3 1/2 hours
Maximum of 70 attendees
See sample agenda attached

Small Case Interview Groups
Includes four workshops of 55 minutes each
Maximum of 5 attendees per group
See sample agenda attached

Confirmed Date: Wednesday, August 29, 2018

Proposed Schedule: CTC Level 2, 8:30am-12:00pm; Small Groups, 1:00pm-1:55pm, 2:00pm-2:55pm, 3:00pm-3:55pm and 4:00pm-4:55pm

Audience: All MBAs

Total Fixed Fee: $5,950 USD Excluding hotel accommodations which will be booked and paid for directly by the Mays Business School. No itemized reporting of travel expenses will be submitted.
**Required Room Features:** Crack the Case Level 2, Amphitheater seating with counters for writing is strongly preferred; white boards with new black and blue markers; wireless mic with spare batteries; Internet/projector access w/Power Point 2010 (or later version); **Small Groups**, Conference or study room with writing surfaces, no AV needs.

**Proposed Event #5**

**Small Groups via Zoom**
Includes 6 small groups
75 minutes per session
Maximum of 4 attendees per group

**Proposed Date(s):** TBD; week of September 3 or 17, 2018

**Proposed Schedule:** TBD

**Audience:** Any interested MBA

**Fees:** $700 per group for a maximum of $4,200; a session will be held if 2 or more students register since these hours are removed from our publicly available coaching slots and reserved for Texas A&M.

**Insurance:** Certificate of insurance available upon request

**Audio/Video Recordings:** We do not permit recordings of any MBACASE event.

**Other Engagement Terms**

**Content/Intellectual Property Policy:** The content of all MBACASE workshops and training events are the sole property of MBACASE. If any content is modified or customized for a specific school or audience, MBACASE retains full rights and ownership (including copyright) of all such modifications and customizations.

**Speaker/Trainer Policy:** MBACASE may assign an alternate trainer for one or more of your scheduled dates in the unlikely event of sickness, injury, flight cancellation/delay, or other personal emergency. Your speaker/trainer will have the appropriate experience and background to deliver our training content in accordance with MBACASE’s high standards.

**Deposit Policy:** We will bill a deposit invoice equal to 50% of the agreed fee for your event(s) after the event date(s) have been agreed to by both you and MBACASE. Once we receive payment, your event date is reserved. The remaining 50% of your total fee will be billed after the completion of the event. We request payment within 30 days of the date of an invoice. In situations where deposits are prohibited due to statutory state law, MBACASE will reserve requested event dates on a case by case basis without the deposit requirement. This exception must be agreed upon in advance by MBACASE.

**Late Payment Policy:** All invoices are due 30 days from the date of issuance. A grace period of up to 15 days will be extended on a case by case basis. All invoices over 45 days outstanding are subject to a 10% late payment penalty surcharge.

**Cancellation Policy:** If an event is cancelled by the school within 30 days of the event date, deposits will not be refunded unless the cancelled date can be rebooked with another school or organization. If an event is cancelled by MBACASE for any reason, including sickness, accident, or weather conditions that prevent travel, MBACASE will reschedule the cancelled event to a date agreeable to both the school and MBACASE. If no agreeable date can be found, MBACASE will refund any deposits in full. The undersigned agrees to indemnify MBACASE for any additional liability for a canceled event.

**Attendance Limits:** MBACASE agrees to train a maximum number of students as indicated in the "Proposed Event" section of this agreement. If attendance exceeds this level, $100 per additional attendee will be added to the speaking fee.

**Materials Policy:** MBACASE agrees to provide up to 70 sets of materials for each Crack the Case Level 1 workshop (or equivalent 3 to 3.5 hour workshop or plenary session). For a typical full day event with two workshops, up to 140 sets of materials will be provided. Quantities in excess of 70 per half-day will be charged at $4 per set.

**Travel Expense Policy:** We prefer to arrange a fixed fee which includes our speaking fee and all travel expenses. This simplifies the billing process and locks in your budget commitment. If you are unable to agree to a fixed fee arrangement due to school policy, we will provide itemized receipts for air, ground, hotel and meal expenses. We book reasonable travel arrangements (e.g. coach airline tickets and mid-priced hotels). When your event directly precedes or follows another MBACASE event, we will allocate expenses equitably across all contiguous events.

The undersigned understand and agree to the terms of the proposed engagement as outlined in this document.
The terms of the engagement can be changed upon mutual agreement of both parties.

David Ohrvall  
Founder & President, MBACASE  
Electronic Signature Attached

School Representative:  

Signature:  

Print Name:  

Date: 3/07/18

Attachments: Workshop Agenda Document(s)

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