

FISTA PRESENCE AGREEMENT

THIS FISTA PRESENCE AGREEMENT (this “**Agreement**”) is made and dated as of October 3, 2023 (“**Effective Date**”) between r4 **TECHNOLOGIES, INC.** (the “**Company**”) and the FISTA Innovation Park (“**FISTA**”).

WHEREAS, the Company and FISTA are collaborating on a project to leverage artificial intelligence (“**AI**”) for workforce and supply chain development, and drive economic growth;

WHEREAS, in exchange for an incentive payment provided by FISTA in the amount of \$1,000,000, through four separate payments of \$250,000.00, payable in November 2023, February 2024, July, 2024 and October 2024, and rent abatement for a period of 2 years for space located at the FISTA, (“**Incentives**”) the Company agrees to establish the FISTA AI Center of Excellence (“**Project**”) at FISTA and to create certain jobs.

WHEREAS, the Obligations of the Company and Incentives to be provided by FISTA shall be set forth in a Job Creation Agreement and Lease Agreement to be entered into simultaneously with this Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants set forth herein, agree as follows:

1. In exchange for Incentives provided by FISTA, r4 agrees as follows:

- i. Open FISTA AI Center of Excellence (FACE) (within 100 days)
- ii. Create jobs at the FISTA in accordance with the Job Creation Agreement
- iii. Design sessions with FISTA
- iv. Planning for expansion including evaluation of market opportunities
- v. Plan a joint venture with FISTA to commence as mutually agreed
- vi. Include FISTA branding on advertising or success stories

2. In partnership with FISTA, r4 will undertake to hire personnel with the requisite technical skills for the Project. It is expressly acknowledged and understood by the parties that the Company intends to enter into business and provide r4 Services in other states and countries. It is understood that any r4 personnel or assets in Oklahoma, including at FISTA, can and will be utilized by r4 in order to provide products and services to other customers.

3. The Company hereby makes the following representations and warranties, which shall be true and correct as of the date hereof: the Company is an equal opportunity employer and it does not unlawfully discriminate; the Company’s employment practices and policies are in material compliance with: (i) all applicable laws of the United States and each applicable jurisdiction relating to equal employment opportunity, and any rules, regulations, administrative orders and executive orders relating thereto; and (ii) the applicable terms, relating to equal opportunity, of any contract, agreement or grant the Company has with, from or relating (by way of subcontract or otherwise) to any other contract, agreement or grant of, any federal or state governmental unit (domestic and foreign); and the Company has not been the subject of any charge of employment discrimination made against it by the U.S. Equal Employment Opportunity Commission or any other U.S. governmental unit or any applicable foreign governmental unit, and is not presently subject to any formal or informal proceedings before, or investigations by, such commission or governmental unit. The Company will not discriminate or permit discrimination against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, age, marital status, physical disability, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; lay-off or termination;

rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Company agrees to take affirmative action to ensure that applicants with job-related qualifications are employed. The Company will, in its solicitation for employees, state that it is an “affirmative action-equal opportunity employer”. r4 will comply with all other applicable laws of the State of Oklahoma.

4. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Oklahoma without regard to any conflict of law principles that would require the application of laws of any other state. Any legal action or proceeding with respect to this Agreement shall be brought only in the District Court of Comanche County of the State of Oklahoma. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid court. **EACH OF THE COMPANY AND FISTA HEREBY WAIVES ITS RIGHT TO CLAIM A TRIAL BY JURY WITH RESPECT TO ANY ACTION BY OR AGAINST ANY OTHER PARTY ARISING HEREUNDER.**

5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated, except by a written instrument signed by the Company and FISTA. No delay or omission to exercise any right, power or remedy accruing to FISTA, upon any breach or default of the Company under this Agreement, shall impair any such right, power or remedy of FISTA nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of FISTA of any breach or default under this Agreement, or any waiver on the part of FISTA of any provisions or conditions of this Agreement, must be made in writing and shall be effective only to the extent specifically set forth in such writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf as of the date first set forth above.

[signature page follows]

R4 TECHNOLOGIES, INC.

DocuSigned by:
Paul Breitenbach
By: _____
Name: Paul Breitenbach
Title: CEO

FISTA

By: _____
Name:
Title: