

MASTER WHITE-LABEL INTEGRATION & DISTRIBUTION AGREEMENT

THIS MASTER WHITE-LABEL INTEGRATION & DISTRIBUTION AGREEMENT (the "Agreement") is entered into and made effective as of June 5, 2026 (the "Effective Date"), by and between:

LEARNHOW BLUE LLC, a limited liability company organized and existing under the laws of the State of Nevada, having its principal legal residency and corporate registration within the State of Nevada, represented herein by its Founder, **STAFON LEVINE** (hereinafter referred to as the "Company"), and

The adhering financial institution executing this instrument below (hereinafter referred to as the "Credit Union Partner").

RECITALS

WHEREAS, the Company owns, manages, and operates a proprietary multi-phase AI Reskilling Ecosystem tailored to optimize economic transitions for workforce development, which features an embedded recruitment platform known as **Talent Connect**; and

WHEREAS, the Credit Union Partner desires to secure a dedicated institutional charter slot to white-label, market, and distribute the Company's platform, infrastructure, and promotional digital assets directly to its member base; and

WHEREAS, the Company is prepared to grant such integration rights to the Credit Union Partner subject to strict compliance with the financial architectures, volume quotas, and operational guidelines set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1: SCOPE OF INTEGRATION & CHARTER ALLOCATION

1.1 Charter Slot Dedication. Subject to the timely payment of the upfront integration capital defined in Section 2, the Company hereby allocates one (1) exclusive, dedicated white-label charter slot to the Credit Union Partner. This slot guarantees priority infrastructure configuration within the Company's native servers.

1.2 Talent Connect Native Inclusion. The Credit Union Partner explicitly acknowledges and agrees that the Company's recruitment suite, **Talent Connect**, represents an embedded benefit seamlessly built into the framework of the standard ecosystem tiers. Talent Connect is included directly within the standard membership privileges and does not constitute a separate or standalone subscription service.

1.3 Exclusive Institutional Authority. All formal administrative actions, platform updates, operational approvals, and legal notices required under this Agreement on behalf of the Company must strictly execute under the direct oversight and name of **Stafon Levine**.

SECTION 2: FINANCIAL ARCHITECTURE & REVENUE-SHARE MECHANICS

2.1 Upfront Setup Capitalization. To offset initial engineering allocations, localized branding configurations, and dedicated server provisioning, the Credit Union Partner shall pay to the Company a non-refundable, non-creditable **Upfront Setup Fee of \$5,000.00 USD**. This payment is an absolute condition precedent to platform initialization and must be cleared prior to portal deployment.

2.2 Tiered Revenue-Share Infrastructure. For all users migrating through the Credit Union Partner's customized white-label entry funnels who actively execute a transition or upgrade to a premium billing tier, all generated recurring gross revenues shall be split and distributed strictly in accordance with the following fixed allocations:

(a) Credit Union Partner Allocation: Forty Percent (40%) of monthly gross recurring subscription revenues.

(b) Company Retained Allocation: Sixty Percent (60%) of monthly gross recurring subscription revenues.

SECTION 3: MARKETING INVENTORY & PERFORMANCE QUOTAS

3.1 "Fast-Mover" Custom Allocation. To incentivize rapid regional market penetration, the Company shall provision a distinct initial inventory block comprising **1,000 promotional coupons** to the Credit Union Partner. This inventory is explicitly designated for accelerated deployment across the Partner's core digital banking portals.

3.2 Onboarding and Launch Window. The Credit Union Partner commits to a strict, non-extendable **sixty (60) day launch window** beginning immediately on the Effective Date. Full promotional readiness, customer portal access, and institutional distribution must be live within this timeframe.

3.3 Baseline Operational Performance Quota. To maintain the integrity of the specialized white-label charter allocation, the Credit Union Partner is bound to an ongoing production baseline requiring the continuous generation of a minimum of **500 new free ecosystem sign-ups per calendar month** through their integrated channels.

SECTION 4: CONSUMER PROTECTION & REFUND POLICY

4.1 Bulk and Discounted Corporate Blocks. The parties hereby establish a definitive, dual-track structure governing consumer financial recourse. All institutional acquisitions, discounted campaign packages, or bulk promotional coupon allotments processed under or distributed via the Credit Union Partner are non-cancellable, non-transferable, and entirely final.

4.2 Standard Consumer Memberships. Individual retail users purchasing standard upgrades through the localized interface shall retain standard consumer protections, including a flexible **14-day money-back guarantee** managed natively by the Company's support infrastructure.

SECTION 5: TERM, PERFORMANCE EVALUATION, & DEFAULT

5.1 Agreement Duration. This Agreement shall govern the relationship for an initial term of twelve (12) calendar months from the Effective Date, automatically renewing on identical terms unless either party provides written intent of non-renewal forty-five (45) days prior to expiration.

5.2 Termination for Quota Non-Performance. If the Credit Union Partner falls below the operational baseline of 500 free sign-ups per month for two (2) consecutive active billing cycles following the close of the 60-day launch window, the Company reserves the absolute, unilateral right to rescind the white-label charter slot, terminate this agreement, and reroute the traffic upon ten (10) days written notice.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Master White-Label Integration & Distribution Agreement as of the Effective Date written above. This contract is executed by duly authorized corporate officers.

FOR THE COMPANY:

LEARNHOW BLUE LLC

Stafon Levine, Founder & Chief Executive

Date: _____

FOR THE PARTNER:

CREDIT UNION PARTNER

Signature of Authorized Executive Officer

Printed Name: _____

Title: _____

Date: _____