

# ***Ambition Quest Inc***

**This RETENTION AGREEMENT**, dated as of December 4, 2023 (this “**Agreement**”), between Ambition Quest Inc and its subsidiary, Vibeapex LLC, (collectively, the “**Employer**”), and Andanisha Norton (the “**Employee**”) sets forth the terms of a bonus (the “**Retention Bonus**”) to be paid to the Employee by the Employer subject to the terms and conditions set forth herein. The Retention Bonus is to be understood as pay that the Employer was bound to provide to the Employee prior to its acquisition by Ambition Quest Inc but was unable to pay immediately at the time it was due because of the aforementioned acquisition.

**WHEREAS**, the Employer desires to incentivize the Employee to continue employment with the Employer following the consummation of its acquisition by Ambition Quest Inc (the “**Merger**”); and

WHEREAS, in consideration of services to be performed by the Employee, the Employer desires to award the Employee a Retention Bonus pursuant to the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound, agree as follows:

**Amount of Retention Bonus.** Payment of Retention Bonus. the Retention Bonus will be due and payable on the date of the end of Retention Period. The Retention Bonus shall be paid in several parts determined by the Employer as follows:

- a. \$100 immediately on the date of this Agreement;
- b. \$300 two (2) months after the date of this Agreement;
- c. the remaining funds five (5) months after the date of this Agreement, resulting in a total of \$3,500;

provided, however, that the Employee operates an Entity in the form of Limited Liability Company with an affiliated bank account at the financial institution determined by the Employer within Business Development Program. The end of Retention Period shall not exceed one hundred and fifty-five (155) days after the date of this Agreement.

**Effect of Retention Bonus on Other Payments.** The payment of any Retention Bonus will terminate all the Employee’s entitlement to, or the amount of, any severance or other payment or benefit the Employee is entitled to under any other plans, policies or arrangements of the Employer, and compensation payable hereunder shall be considered as compensation in respect of any such plan, policy or arrangement.

**Confidentiality.** All information relating to or used in the business and operations of the Employer and its subsidiaries and corporate affiliates, including, without limitation, marketing methods and procedures, customer lists, lists of professionals referring customers to the Employer and its subsidiaries and corporate affiliates, know-how, sources of supplies and materials and business systems and processes, whether prepared, compiled, developed or obtained by Employee or by the Employer or any of its subsidiaries or corporate affiliates before, during or after the date of this Agreement, are and will be confidential information and trade secrets (“Confidential Information”) and the exclusive property of the Employer, its subsidiaries and corporate affiliates.

# **Ambition Quest Inc**

**Funding.** The obligations of the Employer to make payments under this Agreement shall be contractual only and all such payments shall be made from the general assets of the Employer and/or the its subsidiaries and corporate affiliates. The Employee, beneficiary or person having or claiming a right to payments hereunder shall rely solely on the unsecured promise of the Employer, and nothing herein shall be construed to give any such individual any right, title, interest or claim in or to any specific asset, fund, reserve, account or property of any kind whatsoever owned by the Employer or in which it may have any right, title or interest now or in the future.

Termination. In the event that the Employee violates the terms of Confidentiality or fulfillment assignments of the Employer, this Agreement shall automatically terminate and be of no further force or effect.

**Section 409A.** Notwithstanding any other provision of this Agreement, this Agreement is intended to be exempt from or comply with Section 409A of the Internal Revenue Code, as amended (the "Code"), and shall at all times be interpreted in accordance with such intent. Employee shall have no binding right to distributions made to it in error, any other funding provided to it or its Entity that is not the part of the Retentions Bonus or any right to designate the time of payment of any Retention Bonus.

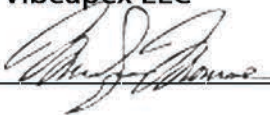
**Governing Law.** This Agreement shall be governed by the laws of the State of Florida, without giving effect to conflict of law principles.

**Successors.** This Agreement shall inure to the benefit of Employee and Employee's heirs and beneficiaries. This Agreement shall be binding on and inure to the benefit of the Employer and its respective successors and assigns, whether by Merger, sale of assets or otherwise.

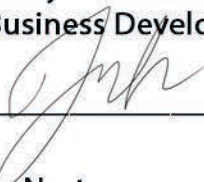
Entire Agreement. This Agreement represents the complete understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous discussions and agreements between the parties, both written and oral, with respect to such subject matter.

**IN WITNESS WHEREOF,** the parties have duly executed this Agreement as of the date the Employee provides the Signature of this Agreement.

Michael Wallace  
HR Manager, Vibeapex LLC



Frank Chromy  
Head of Business Development Department, Ambition Quest Inc



Andanisha Norton  
Employee