

## **RELEASE AND SETTLEMENT AGREEMENT**

This Release and Settlement Agreement (the "Agreement") is made and entered into this 6th day of June, 2025, by and between the City of Willard, Missouri (the "Plaintiff"), a municipal corporation organized under Missouri law, and iWorQ Systems, Inc. (the "Defendant"), a corporation with its principal place of business at 1125 West 400 North, Suite 102, Logan, Utah 84321 (collectively, the "Parties").

### **RECITALS**

**WHEREAS**, the Plaintiff filed a Petition against the Defendant disputing the validity or enforceability of two related service agreements between the Parties, the first executed January 1, 2023, and the second May 17, 2024 (collectively, the "Contracts"); and

**WHEREAS**, the Defendant disagrees with Plaintiff's position and alleges that the Contracts are valid and enforceable; and

**WHEREAS**, the Parties desire to fully and finally resolve all claims and disputes between them arising from or related to the Contracts without further recourse to litigation.

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

1. **No Admission of Liability.** The Parties acknowledge and agree that this Agreement does not constitute an admission of liability or wrongdoing by either Party. The Parties are entering into this Agreement solely to avoid the burden, expense, inconvenience, and uncertainty of further litigation.
2. **Settlement Amount.**
  - a. The Plaintiff shall pay the Defendant the total sum of Five Thousand Dollars (\$5,000.00) (the "Settlement Amount") to resolve all claims between the Parties.
  - b. The Settlement Amount shall be paid by the Plaintiff to the Defendant in a lump sum within thirty (30) calendar days of the Effective Date of this Agreement, as defined in Section 10 below.
3. **Release of Claims.** The Plaintiff and Defendant hereby mutually release and forever discharge each other, including their respective agents, directors, employees, officers, successors, and assigns, from any and actions, causes of action, claims, demands, or liabilities of any kind whatsoever, whether known or unknown, suspected or unsuspected, contingent or fixed, arising out of or related the Contracts, including any claims that were or could have been raised in the lawsuit. This release applies to both past and future claims and shall be construed as broadly as permitted under applicable law.
4. **Dismissal of Petition.**



- a. As further consideration for this Agreement, within five (5) business days of the Effective Date, the Plaintiff shall file a Stipulation of Dismissal with Prejudice in the Circuit Court of Greene County, Missouri, dismissing with prejudice all claims asserted in the Petition filed against the Defendant in Case No. 2531-CC00192.
  - b. The Stipulation of Dismissal shall provide that all claims asserted by the Plaintiff against the Defendant in the above-referenced action are dismissed with prejudice, with each Party to bear its own attorneys' fees, costs, and expenses incurred.
  - c. Plaintiff agrees to take all necessary steps to ensure the Petition is dismissed with prejudice, including but not limited to executing any additional documents by the court to effectuate such dismissal.
  - d. The Parties agree that the dismissal of the Petition with prejudice shall operate as a final adjudication on the merits of all claims that were or could have been asserted in the action.
  - e. In the event the court requires a motion or other filing beyond a Stipulation of Dismissal, the parties agree to cooperate fully in preparing and filing such documents as may be necessary to obtain an order of dismissal with prejudice from the court.
  - f. The Parties acknowledge and agree that the dismissal of the Petition with prejudice is a material term of this Agreement, and that failure to effectuate such dismissal shall constitute a material breach, entitling the non-breaching Party to seek specific performance or other appropriate relief from a court of competent jurisdiction.
  - g. Nothing in this clause shall be construed to limit or modify the releases provided in Section 5 of this Agreement.
5. **Mutual Non-Disparagement.** As further consideration for this Agreement, the Parties agree to not make any disparaging or negative remarks about each other, the settlement, or the subject matter of the dispute to any third party, except as required by law or in response to a valid subpoena or court order. This provision shall not be construed to prevent either Party from making truthful statements in any administrative or legal proceeding as otherwise required by law.
6. **Confidentiality.** As further consideration for this Agreement, the Parties agree to maintain the confidentiality of the terms of this Agreement and any related negotiations except:
- a. As required by law, regulation, or valid court order;
  - b. For the purpose of enforcing this Agreement;
  - c. To their respective attorneys, accountants, or financial advisors who have a need to know and agree to keep such information confidential; and
  - d. In the case of the Plaintiff, as may be required by applicable open records laws or municipal reporting requirements.



7. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to any choice of law or conflict of law provisions. Any disputes related to the enforcement of this Agreement shall be subject to the exclusive jurisdiction of the courts in Greene County, Missouri.
8. **Enforcement of Agreement.** Any breach of this Agreement by either Party shall entitle the non-breaching Party to seek enforcement through the courts. In any action to enforce this Agreement, the prevailing Party shall be entitled to recover all costs, including reasonable attorneys' fees, expert witness fees, and court costs incurred in enforcing this Agreement.
9. **Attorney's Fees and Costs.** Except as provided in Section 8 above, each Party shall bear its own attorneys' fees, costs, and expenses incurred in connection with the negotiation, preparation, and execution of this Agreement and the resolution of the dispute between the Parties.
10. **Entire Agreement and Modifications.** This Agreement represents the entire understanding between the Parties and supersedes any prior agreements, negotiations, or understandings, whether oral or written. Any amendments or modifications to this Agreement must be in writing and signed by both Parties to be effective.
11. **Effective Date.** This Agreement shall become effective on the date when it has been signed by both Parties (the "Effective Date").
12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Digital, electronic, or facsimile signatures shall be deemed to have the same legal effect as original signatures.
13. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable in any respect, such illegality, invalidity, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such illegal, invalid, or unenforceable provision had never been contained herein.
14. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No failure or delay by either Party in exercising any power, remedy, or right under this Agreement shall operate as a waiver of any such power, remedy, or right.
15. **Contractual Nature of Agreement.**
  - a. The Parties hereby acknowledge and agree that:
    - i. This Agreement and all of its terms, provisions, covenants, and conditions are contractual in nature and not mere recitals.
    - ii. The terms, provisions, covenants, and conditions contained herein constitute binding and enforceable contractual obligations between the Parties.



- iii. Each Party has received valid and sufficient consideration for entering into this Agreement, and such consideration is contractual and not a mere recital.
- b. In the event of any dispute regarding the interpretation or enforcement of this Agreement, the Parties agree that the terms herein shall be given full contractual effect and shall not be treated as mere recitals.
- c. No Party shall challenge the validity or enforceability of this Agreement on the grounds that any term, provision, covenant, or condition herein is a mere recital rather than a contractual obligation.
- d. The Parties acknowledge and agree that this clause is an essential term of the Agreement, without which they would not have entered into this settlement.

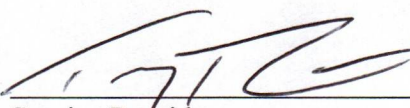
**16. Acknowledgement and Voluntary Execution.**

- a. The Parties hereby acknowledge and represent that:
  - i. They have carefully read this Agreement in its entirety;
  - ii. They fully understand the terms, contents, and legal effects of this Agreement;
  - iii. They have had the opportunity to consult with legal counsel of its choice prior to entering into this Agreement and has done so or knowingly declined to do so;
  - iv. They have relied solely on their own judgment and the advice of their own legal counsel, if any, in deciding to enter into this Agreement;
  - v. No agreement, inducement, or promise not expressed in this Agreement has been made to them;
  - vi. They are legally competent to execute this Agreement;
  - vii. They are signing this Agreement voluntarily, of their own free will, without any coercion or undue influence; and
  - viii. They fully understand and intend that this Agreement shall be final and binding upon them according to its terms.
- b. Each Party further acknowledges and agrees that it is executing this Agreement as its own free act and deed, with full authority to do so.
- c. Each Party further acknowledges that they have been given sufficient time to consider the terms of this Agreement before signing.

**17. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this Release and Settlement Agreement as of the Effective Date.

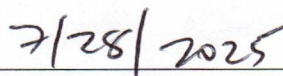
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City of Willard

  
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Service Provider

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