TERM SHEET

Brand License, Separation, and Transition

Parties: Branden Durst (Founder), the EMO (Brabeion Academy of America), and the Academy (Brabeion Academy and Brabeion Academy, Inc., together).

1. Brand and Licensing

1.1 The EMO owns the Brabeion name and brand, including the American Experience brand and mark, for current and future schools. The Academy shall not alter any mark identified in the licensing agreement without advanced written authorization from the EMO.

1.2 The Academy licenses the name and brand from the EMO under a written agreement. The Academy will sign the licensing agreement within 20 business days of being delivered the same. The Academy may seek amendment to the agreement for any items it feels are inconsistent with this agreement.

1.3 The fee is $25,000 per year, paid to the EMO. It covers the right to use the Brabeion name and brand, and brand consulting from the EMO. The consulting is valued at 25% of the fee and the name and brand license at 75%. The first payment is due January 15, 2027, and covers 2027. Each later payment is due January 15 and covers that year. If January 15 falls on a weekend or holiday, the payment is due the preceding Friday.

1.4 **Brand consulting.** The EMO makes brand consulting available to the Academy for as long as the license is in effect, up to 20 hours per month. The Academy is not required to use it, and the fee is the same whether or not it does. The license agreement defines the scope of the services.

1.5 The first term is five years, 2027 through 2031. The Academy must operate as Brabeion for the whole first term and cannot rebrand during it. The Academy may rebrand early only if the EMO stops operating, breaches the license and does not cure the breach, or does something that seriously damages the name.

1.6 To end the license, the Academy must give written notice at least 18 months before a term ends. If it doesn't, the license renews for five more years, and the renewal is locked in one year before the term ends. Every renewal works the same way.

1.7 If the Academy doesn't renew, it loses the right to use the Brabeion name and brand.

1.8 The license includes use of brabeion.org for the Academy's email and accounts, and use of idaho.brabeion.org for its website. The EMO controls the main domain. The Academy is not obligated to use the domain (see 5.2 below).

1.9 **The Brabeion way.** The license agreement defines it, and the Academy operates it for as long as it uses the name. The EMO owns the model, and the Academy has the right and requirement to use it for as long as it is a party to the license agreement. The Academy has reasonable room in how it carries out each element. The Academy may make any change required by law, the State Board of Education, or the Idaho Public Charter School Commission without breaching the license, and gives the EMO notice when it does. Prior to making any changes the Academy believes to be required by law, it shall inform the EMO and provide any documentation to support the change. The core pillars are:

- The American Experience featuring Hillsdale 1776 curriculum, which the Academy must use and may adapt to its content standards

- The Agoge
- Reinforcement Days
- A rhetoric and argumentation curriculum, required for all secondary students and encouraged in elementary
- Daily PE: one hour for elementary, and the Agoge and a daily block (or equivalent) for secondary
- The goal that students graduate with an associate degree or professional certificate
- High school students play on a Brabeion team, or on a board-approved alternative

1.11 **Notice and cure.** Before either side treats the other as in breach, including for a missed fee payment, it gives written notice and at least 60 days to fix the problem.

1.12 **Continuity.** If the EMO dissolves or is sold, the license continues with the new owner, or becomes a perpetual license at the then-current fee.

1.13 **Approvals.** Where the EMO approves how the Brabeion name or logo is used, no response within 10 business days counts as approval.

2. Employment and Compensation

2.1 Branden stays on salary until December 31, 2026. Regular pay and the remaining deferred compensation payments continue on schedule.

2.2 Benefits end December 31, 2026.

2.3 There is no separation payment. The Academy pays Branden a one-time $2,500 in January 2027 for expenses not yet reimbursed.

2.4 Branden waives any payout of accrued unused PTO.

2.5 Branden receives 25% of revenue from any agreement with Landwright, for seven years from the first payment under that agreement.

2.6 After December 31, neither side owes the other any future obligations or damages under the employment contract. The license, the Landwright share, and the $2,500 payment are separate and not affected.

3. Roles

3.1 Branden resigns as director, Board Chair, CEO, and Chief Strategy and Innovation Officer, effective October 30, 2026. No announcement will be made regarding Branden's resignation until December 31, 2026. Branden will remain listed on the Academy "Our Team" page until the resignation is made public.

3.2 This includes any other office or signing authority he holds. Branden agrees to relinquish all signing authority or control over anything related to the Nampa campus, including but not limited to passwords, software and cloud access, contracts, contacts, keys, construction approvals, etc. Corporate email addresses shall remain in control of the EMO. The EMO will work with the Academy to ensure that Academy related emails being sent to corporate email addresses are rerouted to an Academy controlled email address. The Academy will endeavor to update contacts of the new email addresses that should be used for Academy related communications.

3.3 The unfinalized corporate CEO agreement is closed out, and nothing carries over.

3.4 Branden will not sign any agreement that may obligate the Academy in the future without express board approval.

4. Exit and Protections

4.1 Both sides release claims known at signing. The release does not cover the license, the Landwright share, the $2,500 payment, the deferred compensation, or Branden's indemnification.

4.2 The Academy continues to indemnify Branden for his service as director and officer, with insurance tail coverage.

4.3 The agreement states that the EMO and Branden's future work with other schools do not violate any non-compete, non-solicit, or confidentiality term. The parties agree that Branden will not start a new Brabeion school within 100 miles of the Academy until 2030-31 school year 0 or later.

4.4 **Access and keys.** Branden will continue to have access to the facility with the same rights and responsibilities afforded to other Academy parents. If Branden is no longer a parent of children attending the Academy, he shall have the same facility access rights as other members of the general public.

4.5 **Belongings.** Branden keeps his computer and related equipment, along with his other personal materials. The Academy arranges a moving company or similar service to return all of his possessions to him. The facilities manager does not provide this service. The move may take place before December 31. Branden attests that he has removed all student records from his equipment.

4.6 **Damage.** If any of Branden's possessions are damaged, the Academy compensates him for their full replacement value.

5. Recognition, Assets, and Conduct

5.1 **Announcement.** The board drafts a statement praising Branden's work, leadership, and vision, and thanking him for making Brabeion possible. He signs off before release.

- It is posted under the About tab on a page called "Our Founder," with a professional headshot of his choosing. It stays up as long as the license is in effect.
- The board will submit an op-ed with the same message to Idaho Ed News.

5.2 **Domain.** The EMO owns brabeion.org and all subdomains. The Academy may continue to use brabeion.org for its email and accounts, and idaho.brabeion.org for its website. The Academy may move to its own domain at any time. The EMO will not suspend or interrupt the Academy's email, accounts, or website. If the license ends or the Academy moves to its own domain, the EMO gives at least 12 months' notice and helps with the transition. Student records stay with the Academy, and neither Branden nor the EMO has access to them.

5.3 **Access.** Branden makes sure the Academy has the Google Workspace permissions it needs to run without disruption. The Academy names one superuser of its choosing, who agrees not to disrupt the EMO's or any future school's operations. Failing to provide access is a breach and can carry damages, subject to the notice and cure period in item 1.11.

5.4 **Facebook.** The Academy renames the page "Brabeion Academy" to a name it chooses, such as "Brabeion Academy of Idaho." After the rename, Branden has no rights to the page, and the EMO may create a new page under the Brabeion Academy name.

5.5 **Mutual conduct.** The Academy and each of its directors, officers, and members of the executive team will not at any time make defamatory or negative public statements about Branden or the EMO. Branden will not make defamatory or negative public statements about the Academy or any of its directors, officers, or executive team members for as long as that person is connected to the organization.

5.6 **Individual signatures.** Each current director, officer, and executive team member signs a joinder to item 5.5, binding themselves personally.

5.7 **Office.** Branden's former office is labeled and known as "The Founders Office." It has a plaque with his picture and a statement thanking him for his efforts. It stays as long as the Academy occupies the building.

5.8 **Ceremonies.** At any ribbon cutting or event announcing the opening of the school or its athletic facilities, Branden has a position of prominence and an allotted time to give remarks.

Effective October 29, 2026.

Brabeion Academy Inc.

Miguel Deluna

Brabeion Academy of America

Branden Durst

Braden Durst, an individual