

BROYD PARTNERS LLC

NEW YORK LONDON

— BPL —

MASTER PROFESSIONAL SERVICES AGREEMENT BETWEEN BROYD PARTNERS LLC AND {Company Name.....}

1) Parties

This Master professional services Agreement ('Agreement') is made as of {Month, Day 2020} ('Effective Date') by and between Broyd Partners LLC ('BPL') and {Company Name....} ('Client'), collectively the parties.

2) Statement of Services

- a. Scope of Agreement. This agreement and each respective Statement of Work, ('SOW') defined below, that are and will be executed by the Parties contain the entire agreement and understanding between the Parties with respect to the services set forth in each Statement of Work and supersede all prior agreements, proposals, negotiations, letters of intent, or other discussions, whether written or oral, of the Parties with respect to the services set forth in each Statement of Work. In the event of conflict between the terms and conditions set forth in this Agreement and the terms and conditions in a Statement of Work, the terms and conditions a Statement of Work shall control with respect to the services set forth therein. Each SOW will be incorporated into this Agreement by reference.
- b. Statements of Work. All engagements by BPL pursuant to this Agreement shall be memorialized in SOW, a sample of which is set forth in Exhibit A. It is anticipate that this Agreement and any services provided by BPL on behalf of Client pursuant to a SOW will be undertaken in connection with a confidential matter on behalf of Client and will be subject to the terms and conditions set forth in Section 4of this Agreement for the treatment of confidential information.
- c. Scope of Work. Subject to the following terms and conditions of this Agreement and the applicable SOW, BPL shall arrange for employees or consultants of BPL('BPL Resources') to work under the direction of BPL or Client to perform the technical, advisory, and other analytical and professional services as described in the applicable SOW (the BPL Services')
- d. The BPL Resources will be employees or consultants of BPL and will be acting through BPL pursuant to this Agreement and each applicable OW. BPL or Client will direct the services that are being provided through the BPL Resources, but BPL will have the sole responsibility for the supervision of the activities to be undertaken by the BPL Resources.

3) Payment

- a. Time. BPL Resources will be paid a rate for each engagement that will be separately set forth in the applicable SOW. BPL agrees to keep and cause each BPL Resource to maintain a written

record of work performed on-site or off-site by each BPL Resource. Hours or days reported will be for time actually spent on an engagement, consistent with the terms specified in a SOW.

- b. Invoices. BPL will submit an invoice for each separate engagement as specified in a SOW for hours or days worked by each BPL Resource during the applicable billing period and for related expenses. Unless agreed to otherwise in the SOW, Client will remit payment to BPL within 30 days of the date of the invoice. If payment is not provided within said thirty (30) day period, Client agrees to pay a late fee of two percent (2.0%) of the unpaid amount per month.
- c. Out-of-Pocket Expenses. BPL will be reimbursed for out-of-pocket expenses for reasonable and customary expenses of BPL employees or consultants in connection with the work to be performed under a SOW. If the engagement requires services that involve travel, BPL will be reimbursed for reasonable out-of-pocket expenses associated with travel, lodging, meals and communications for its employees and consultants consistent with BPLs existing policies and practices for reimbursement of expenses.
- d. Accounting Records. In accordance standard accounting practices, BPL shall maintain complete and accurate accounting records, and shall retain such records for a period of at least 4 years from the date of final payment under the applicable SOW.

4. Confidentiality

- a. Confidential Information. All information exchanged between BPL and/or BPL Resources and Client as part of this Agreement or a SOW being carried out under this Agreement will be treated as Confidential Information' and shall not be sold, disclosed or otherwise conveyed to any third party. Both BPL and Client will at all times maintain, and cause its officers and employees, and representatives to maintain, the confidentiality of all information. It is also agreed the terms and content of this Agreement are considered Confidential. Furthermore, for purposes of this Agreement, Confidential Information also means, but is not limited to, any non-public information that a Party reasonably considers to be of a confidential, proprietary, or trade secret nature. Confidential information shall not include information which is:
 - i. as of the time of the disclosure or thereafter becomes part of the public domain through no fault of the receiving Party;
 - ii. rightfully known or independently developed by the receiving Party prior to the time of disclosure;
 - iii. subsequently learned from a third-party unit under a confidentiality obligation to the disclosing party;
 - iv. was in the receiving Party's possession and not under a confidentiality obligation before receipt from the disclosing party;
 - v. is disclosed by the receiving Party with the Disclosing Party's prior written approval, or
 - vi. required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, provided that the receiving Party has provided prompt written notice, if legally permissible, and assistance to the disclosing Party prior to such disclosure so that such part may seek a protective order or other appropriate remedy to protest against disclosure

b. Return of Destruction of Confidential Information.

BPL shall, upon written request of Client, return to Client or destroy all materials, information, and documents, including any Confidential Information, received by BPL from Client in relation to an applicable SOW, together with all copies thereof; or make such other reasonable disposition of such materials as Client may direct in writing, without retaining a copy or extract thereof. Whether or not there is a return or other disposition of the Confidential Information, BPL will continue to be bound by the obligations of confidentiality and other obligations hereunder.

c. Safeguards. BPL will secure any data and information it obtains pursuant to this Agreement, including, without limitation, electronic records, and implement appropriate electronic data security protections and take other steps necessary to preserve the confidentiality of the data and information. Client agrees to comply with all applicable law, including, without limitation, applicable state and federal privacy laws and regulations relation to BPL's confidential information.

d. Legal or Discovery Process. If BPL is requested by subpoena, discovery request, legal process, or investigatory request, or any other request to produce documents or to testify regarding the services provided for by Client, then Client shall reimburse BPL for its professional time; plus out-of-pocket expenses, as well as reasonable attorney fees, incurred in responding to such request and providing documents or information of required. To the extent permitted by law, BPL shall promptly notify Client of any such request.

5. Ownership of Work Product.

All analysis, reports, and recommendations will be provided for the exclusive information of the Client. Information resulting from this consulting agreement is specifically not intended to replace representation from legal counsel. The findings and recommendations expressed to client are those of the BPL professionals and are based upon the best information available at the time of its writing. The final deliverables that are produced for Client along with 'work papers', do not include internal BPL electronic communications or interim draft work papers or deliverables. Such final deliverables are to be considered work for hire.

6. Equitable Relief.

The parties acknowledge and agree that any breach of the provision of Section 4 of this Agreement relating to the treatment of Confidential Information will cause either Party to suffer immediate, irreparable harm for which monetary damages alone would be an inadequate remedy. Accordingly, the Parties agree that a Party is entitled to equitable relief, including injunctive relief and specific performance, from the other Party for a breach of Section 4 of this Agreement, in addition to all other remedies at law, in equity, or under this Agreement. If legally permissible, a Party will immediately advise the other Party in the event it learns a violation of the terms of this Agreement relating to the treatment of such Confidential Information has occurred.

7. Non-Solicitation.

Client and its affiliates agree that they will not directly or indirectly or indirectly, without the written consent of BPL, hire, contract, or solicit any officers, directors, employees, or representatives of BPL with whom they have contact with or become aware of as a result of this agreement for a period of six (6)

months after the completion of all projects hereunder or the termination of this agreement, except through another engagement with BPL or an affiliate of BPL, or at BPL's sole discretion, pursuant to an agreement where Client would pay BPL an amount equal to one year's salary for the individual being hired or retained by Client. Notwithstanding the foregoing, nothing herein shall be construed to prohibit Client from placing general employment opportunity advertisements, if done in good faith and not in an effort to circumvent this Section 7, and Client shall not have any liability if any of BPL's employees or personnel respond to any such advertisements and are hired pursuant to any such response.

8. Term, Termination

a) Term. The term of this Agreement shall commence as of the Effective Date and shall continue until terminate in accordance with Section 8) b)

b) Termination Rights. Unless otherwise provided in this Agreement, either Party may terminate this Agreement for any reason upon thirty (30) days written notice to the other Party. Further, either Party may terminate any SOW for any reason on thirty (30) days written notice to the other Party. Notice of termination of an individual SOW will not be considered notice of termination of this Agreement unless specifically stated in the termination notice. Client agrees to pay BPL for BPL Services performed up to the effective date of termination in accordance with the terms of this Agreement, including, without limitation, Section 3b) above and any applicable SOW.

9. Independent Contractors and Indemnification.

a) Independent Contractors. In the performance of this Agreement, each BPL employee or agent of Client.

b) Approval of Resources. BPL will advise Client of the BPL Resources that will be used for purposes of the SOW. If Client reasonably requests replacement of a BPL Resource of any reason, any replacement person or entity to be assigned to the SOW shall be subject to Client's prior approval, which shall not be unreasonably withheld.

c) Indemnification. BPL shall indemnify, defend, and hold harmless Client and Client's officers, directors, and employees from and against any and all claims, damages, liabilities, and other expenses (including reasonable attorneys' fees, costs, and disbursements) resulting from the willfulness or recklessness of BPL or BPL resources or consultants in the performance of this Agreement or a SOW.

10. Limitation of Liability.

Neither party will be liable to the other Party for consequential, incidental, special, or exemplary damages arising out of related to the transactions contemplated under this Agreement. Except for the payment of outstanding fees and expenses and for indemnification as set forth in Section 9c) which will not be limited, in no event will a Party's cumulative liability hereunder exceed the amount of consulting fees received by BPL from Client during the twelve month period prior to the date that any claim initially arise.

11. Arbitration of Disputes.

The Parties agree that any dispute between the them regarding any aspect of the relationship; any claim arising out of or relating to this Engagement or any SOW, including, without limitation, fees and costs charged under this Engagement or any SOW; and any claims for breach of contract,

professional negligence, breach of fiduciary duty, misrepresentation, or fraud shall be resolved by confidential, binding arbitration in accordance with the "Arbitration Procedures" section below. The Parties acknowledge that this agreement to arbitrate results in a waiver of its right to have the dispute resolved in a court and by means of a jury trial for any fee dispute and/or malpractice claim. This also means that the parties may be giving up rights associated with courts proceedings, such as rights to discovery and appeal, to compel testimony of witnesses and subpoena documents, to seek all available relief (except punitive damages to the extent required under law), and to have the matter heard in a public forum. If one of the parties later refuses to submit to arbitration by countersigning this Master Services Agreement or any SOW, it entitled and has been given a reasonable opportunity to consult with independent legal counsel as to advisability of binding arbitration.

12. Arbitration Procedures.

In any dispute subject to binding arbitration, the initiating party will serve a written demand for arbitration on the other party setting forth the basis of the initiating party's claim and the amount of damages sought. The arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedure's before a single arbitrator who shall be a retired judge selected by the Parties. If the Parties cannot agree on the arbitrator, one will be appointed by JAMS. The Parties shall share the cost of arbitration equally and bear their own legal fees and costs. The arbitration proceedings and the decision of the arbitrator will be confidential. To the extent permitted by law, no punitive or exemplary damages shall be awarded by the arbitrator. The exclusive venue for the arbitration and/or any legal dispute shall be New York. The arbitrator will apply the laws of New York. The arbitration award will be final and conclusive on both parties and not be subject to de novo review or appeal. The arbitrator's award may be entered and enforced in any court of competent jurisdiction and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including attorneys' fees, related to such enforcement.

13. General Provisions.

a) Assignment. Neither Party may assign this Agreement without prior written consent of the other Party, and any prohibited assignment shall be void; provided that either Party may assign this Agreement pursuant to a merger, acquisition, or sale of all or substantially all of such Party's assets except in the event that the proposed assignee is a competitor of the other Party. This Agreement's terms and conditions all extend to and bind any permitted successor or assign.

b) Governing Law. This Agreement shall be governed by the laws of New York, without any regard to principles of conflict of laws.

c) Severability. Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or individual under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

d) No Waiver. The failure by either Party at any time to require performance of the other Party of any provision of this Agreement shall in no way affect the right of such Party thereafter to enforce the same provision, nor shall the waiver by either Party of any breach of nay provision hereof

betaken or held to be waiver of any succeeding breach of such provision, or as waiver of the provision itself.

e) BPL Warranties. BPL warrants to Client that: i) all Services will be performed in compliance with applicable law; ii) the Services and deliverables provided do not and will not infringe on the rights of any third party; and iii) BPL can provide free and clear title to all deliverables prepared and/or developed in connection with this Agreement.

f) Client's Acknowledgement. Client acknowledges that BPL currently is engaged in, and in the future will be engaged in, business activities that include providing consulting services similar to those being provided to Client under this Agreement to other individuals and entities, including those that may directly or indirectly compete with Client, or that BPL may engage in such activities directly. Client further acknowledges that neither this Agreement nor BPL's provision of services on behalf of Client limits or restricts BPL's right to provide such services to third parties or engage in such business activities directly.

g) Further Assurances. Each Party will from time to time, at the request of the other Party and without further consideration, execute and deliver other documents and take such other actions as the other Party may reasonably request to consummate more effectively the transactions contemplated by this Agreement.

h) Notices. All notices required by this Agreement to be given by either party, to the other shall States mail, posted prepaid, certified, return receipt requested, and addressed as follows"

If to BPL:

Broyd Partners LLC
12 Murray Hill Road
Scarsdale, New York, 10583

If to Client:

{Company Name and Address}

A Party may change its notice address by notifying the other in accordance with this Section 11h)

- i. Amendment. No change or amendment to this Agreement will be valid unless it is in writing and signed by the authorized representatives of both Parties.
- j. Survival. The parties understand and agree that Sections 3, 4, 5, 7 and 8 and Subsection 9c) and any other provisions that reasonably would be expected to survive termination hereof will survive the termination of this Agreement.

In WITNESS WHEREOFF, the Parties hereto have executed this Agreement by their duly authorized representatives.

Broyd Partners, LLC

{Company Name}

By: _____

By: _____

Graham Broyd, Principal

Date: _____

Date: _____