



MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (“MPSA” or “Agreement”) is effective as of the date the applicable Statement of Work is executed (“Effective Date”) and is entered into by and between the GEP entity identified in the applicable Statement of Work (“GEP”) and the customer named therein (“Customer”).

WHEREAS the Customer wishes to retain GEP to provide certain Services (as defined below) and GEP has agreed to perform such Services pursuant to the terms and conditions of this Agreement and as described under the applicable SOW.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, GEP and Customer hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION:

“Affiliate” with respect to a party, means: (i) any corporation or business entity of which fifty percent (50%) or more of the voting stock or voting equity interests are owned directly or indirectly by such party; or (ii) any corporation or business entity which directly or indirectly owns fifty percent (50%) or more of the voting stock or voting equity interests of such party; or (iii) any corporation or business entity directly or indirectly controlling or under control of a corporation or business entity described in (i) or (ii).

“Change Order” means a mutually acceptable written description of professional services that are not otherwise specified as part of the Services, pursuant to the Change Management Process specified under section 2 of this Agreement.

“Intellectual Property Rights” means all intellectual property rights of whatever type or form, now or hereafter available under any applicable laws, including, but not limited to, all patents, trade secrets, copyrights, trademarks, know how, goodwill, rights in designs, artwork, database, software (including source code), business names, domain names, rights in get up and any applications and similar or equivalent rights in any media subsisting now or in the future in any media and other intellectual property rights in any part of the world whether registered or unregistered or registrations thereof.

“Master Subscription Agreement” or the “MSA” shall mean the terms and conditions applicable to any subscription Licenses for Software-as-a-Service platform purchased by the Customer from GEP.

“Professional Services” means any professional services provided by GEP pursuant to a SOW, including, but not limited to, providing: (i) software configuration and/or implementation services; (ii) consulting; (iii) integration services; and (iv) managed services.

“Service” or “Services” means, collectively, the following services provided by GEP to Customer under this Agreement: (i) the Professional Services ordered by Customer as specified under an applicable SOW; and (ii) any additional services ordered by the Customer pursuant to a mutually acceptable written Change Order or addendum to this Agreement.

“Statement of Work” or “SOW” means a written statement of work that is executed by both parties pursuant to this Agreement, which describes the Professional Services to be provided by GEP and incorporates the terms of this Agreement by reference.



- 1.1 Headings shall not affect the interpretation of this agreement.
- 1.2 A person includes an individual, corporate, or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.3 A reference to a company includes any company, corporation, or other body corporate, wherever and however incorporated or established.

2. Services to be Performed.

- 2.1 GEP shall perform the services set forth in a Statement of Work which will include a reference to this Agreement and each Statement of Work shall become a part of this Agreement when duly executed by the parties. The Services shall be performed in a professional and workmanlike manner, and GEP shall use adequate numbers of qualified individuals with suitable training, education, experience, know-how, competence, and skill to perform the Services. Any technology or software subscription services provided to Customer by GEP shall be subject to separate terms and conditions under the MSA.
- 2.2 GEP's Services shall be performed at such times and in such places, including without limitation, at Customer's facilities as Customer may reasonably request. It is anticipated that most Services will be performed at GEP's or its Affiliate's offices.
- 2.3 GEP shall communicate (either orally or, at Customer's request, by way of written reports) to the Customer representative the results of GEP's performance of the Services and progress hereunder as may be reasonably requested by Customer.

3. Customer's Obligations.

Customer shall co-operate with GEP in all matters relating to the Services and provide access to Customer's data, staff and other facilities, documentation, information or materials as may reasonably be requested by GEP for the purposes of the Services

4. Change Management

All material changes to the Services or any Statement of Work must be agreed to by GEP and the Customer in writing. All requests for changes must be made in writing and will be submitted by the requesting party to the other party in a format identified as a "Change Order," a copy of which is attached hereto as Schedule B. The Change Order will describe in detail the affected terms of the Services or any Statement of Work, including applicable revisions to the rates, budget, schedule, and services, including any deliverables, as agreed to by Customer and GEP. All approved Change Orders will be, by the execution of the parties thereof, incorporated into this Agreement or the Statement of Work as applicable as a written amendment thereto.

5. Compensation.

In full consideration of GEP's performance under this Agreement, Customer shall pay GEP's fees as described in an applicable Statement of Work. Amounts due and payable to GEP shall be payable within thirty (30) days after delivery of an invoice to Customer. GEP shall submit invoices no less frequently than monthly in a form reasonably prescribed by the Customer.



6. Term and Termination

- 6.1 The term of this Agreement shall commence on the Effective Date and shall continue through any outstanding Statement of Work or an applicable outstanding order for Services under this MPSA.
- 6.2 Either party may terminate this Agreement in the event the other party materially breaches the terms and conditions contained herein. In the event a party materially breaches the obligations contained herein, the other party shall notify the breaching party, and the breaching party shall use commercially reasonable efforts to remedy any such breach within thirty (30) days. In the event the breaching party is unable to cure any breach within thirty (30) days from notification of such breach, the other party may terminate this Agreement and Customer shall pay for all Services completed by GEP up to the time of termination. GEP may terminate this Agreement upon written notice of a failure to pay the amount due and Customer fails to make such payment during the thirty (30) days cure period. In the event of any termination of this Agreement, GEP shall be entitled to all fees due for Services, performed prior to the termination up to and including the date of termination unless otherwise agreed by the parties and, if GEP's expenses are to be reimbursed pursuant to this Agreement, reimbursement of expenses incurred prior to termination of this Agreement. Upon termination of this Agreement, GEP shall immediately cease work and transfer to Customer all Work Product, if any, developed by GEP up to the date of termination.
- 6.3 The parties agree that neither the expiration nor any termination of this Agreement will release or discharge the parties from their respective obligations which by their nature shall extend after the expiration or termination of this Agreement.

7. Confidentiality; Proprietary Rights; Data Security and Privacy

- 7.1 **Confidential Information** means any and all technical and non-technical information, including trade secrets, know-how and proprietary information, firmware, designs, schematics, techniques, plans, financial information, passwords and security procedures, any and all information relating to pricing, policies, practices and procedures, and information regarding financials (including a party's financial and accounting reports), audit reports, present or future products, sales, employees, investors or affiliates, parents or subsidiaries that is disclosed by a party for the purposes of performing under this Agreement (all of the foregoing collectively referred to as "Confidential Information"). In the course of performance of this Agreement, each party (a "Discloser") may disclose Confidential Information to the other (a "Recipient") or otherwise obtain such information from each other. Confidential Information does not include information to the extent that such information is: (1) made public by Discloser, (2) generally available to the public other than by a breach of this Agreement by Recipient, its employees, agents or contractors, (3) rightfully received from a third person having the legal right to disclose the Confidential Information free of any obligation of confidence, and/or (4) independently developed by the Recipient without use of the Confidential Information of the Discloser. The burden of proof that Confidential Information falls under any one of the above exemptions will be borne by the party claiming such exemptions.
- 7.2 Upon receiving any Confidential Information and without need for any further notification to the effect the Recipient in all events shall treat such Confidential Information as confidential and shall use the same degree of care as it employs in the protection of its own Confidential Information, which shall not be less than a reasonable degree of care. The Recipient will



use the Discloser's Confidential Information only in connection with this Agreement and shall disclose such Confidential Information only to its employees, agents or third-party service providers having a need to know, provided such employees, agents and third-party service providers are bound by confidentiality obligations no less stringent than those set forth herein. Recipient agrees that it will be responsible for any breach of this Section 5.2 by its employees, agents or third-party service providers and Recipient agrees, at its own expense, to take all reasonable measures to restrain its employees, agents or third-party service providers from unauthorized disclosure or use of Confidential Information. If the Recipient is the subject of a court or government agency order to disclose Discloser's Confidential Information, the Recipient shall promptly notify the Discloser to allow Discloser to contest such order. The provisions of this Section shall survive for three (3) years following the termination, non-renewal, rescission, or expiration of this Agreement.

7.3 Nothing in this Agreement shall be deemed to grant to Customer any right, title, license, or ownership rights in any Intellectual Property Rights of GEP. GEP will continue to own its own products and services and modifications made thereof.

7.4 Customer shall retain all right, title and ownership in and to all work product ("Work Product"), including, without limitation, all copyright, patent, trademark, trade secret, and other intellectual property rights therein, with the limited exception that any intellectual property rights belonging to GEP contained within the Work Product to any copyrights, patents, trademarks, trade secrets or other intellectual property rights shall remain the sole property of GEP. The parties agree that the Work Product shall be deemed a "work made for hire" as defined under the U.S. Copyright Act of 1976, as amended, or similar doctrines under applicable copyright laws in other jurisdictions. GEP may use data from the Services in an aggregated or pseudonymized form, to create benchmarking and statistical analyses (collectively referred to as "Service Analyses"). GEP may utilize artificial intelligence and/or machine learning capabilities which may utilize or access Service Analyses to augment GEP's marketing of its products and services, business intelligence tools and analytical capabilities. GEP retains all intellectual property rights in the Service Analyses including any derivative works or enhancements.

7.5 If Data Processing Agreement (if applicable) shall be executed alongwith the relevant Statement of Work (the "DPA") and the same shall be deemed incorporated into this Agreement by reference; provided, for purposes of this Agreement, the following terms as used in the DPA shall have the meanings ascribed to them in this Agreement: "Agreement," "Customer," "GEP," and "Services."

8. Indemnification

8.1 GEP agrees to defend, indemnify, and hold harmless Customer, its affiliates, and their respective, officers, directors, employees, agents, representatives and contractors from and against any third party related claims, actions, demands, liabilities and expenses (collectively, "Claims"), including, without limitation, damages, other monetary relief, expert fees, costs and reasonable legal fees, alleging or resulting from (i) any claim that the Services, solely by themselves and not in combination with any other services and/or software, infringe upon the intellectual property rights of any third party; (ii) the negligent or deliberate acts or omissions of GEP or its employees, agents, representatives and contractors; or (iii) GEP's material breach of this Agreement.

8.2 Customer agrees to defend, indemnify, and hold harmless GEP, its affiliates, parents and subsidiaries and their officers, directors, employees, and agents, from and against any



Claims alleging or resulting from (i) the negligent or deliberate acts or omissions of Customer or its employees, agents, representatives, and contractors; or (ii) Customer's material breach of this Agreement.

- 8.3 If any Claim is made as a result of which a party (an "Indemnified Party") may become entitled to indemnification by the other party hereunder (the "Indemnifying Party"), Indemnified Party shall, at its expense, assume the defense of such Claim with counsel reasonably satisfactory to the Indemnified Party. The Indemnifying Party shall not be permitted to compromise or settle a claim subject to indemnification without the Indemnified Party's consent, unless there is (a) no finding or admission of any violation of the rights of any third party by the Indemnified Party; (b) no effect on any other claims that may be made by the Indemnified Party; and (c) no injunctive or other equitable relief is entered against the Indemnified Party, and the settlement is solely for money damages for which the Indemnified Party is fully indemnified. Notwithstanding the right of Indemnifying Party to assume the defense of any Claim to which the Indemnified Party may become a party or target, the Indemnified Party shall have the right to employ separate counsel at its own expense and to participate in the defense of such action.

9. Representations, Warranties and Disclaimers

- 9.1 **Authorization.** Each party represents, warrants, and covenants to the other that: ®
- 9.1.1 **Corporate Existence.** It is a corporation or other business entity duly organized, validly existing and in good standing under the Laws of its state of incorporation or organization.
- 9.1.2 **Corporate Power and Authority.** It has the requisite right, power, and authority to execute, deliver and perform its obligations under this Agreement and has taken all legally necessary action on its part to authorize the execution and delivery of the Agreement and the performance of its obligations hereunder.
- 9.1.3 Entering into and carrying out the terms and conditions of the Agreement will not violate any obligation binding upon it.
- 9.1.4 The Agreement has been duly executed and delivered on behalf of such party, and constitutes a legal, valid, binding obligation, enforceable against such party in accordance with its terms.
- 9.2 **Compliance with Laws.** Each party shall perform its obligations under this Agreement in compliance with all applicable laws.
- 9.3 GEP, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES THAT ARE NOT EXPRESSLY GRANTED UNDER THIS AGREEMENT.

10. Limitation of Liability.

- 10.1 TO THE MAXIMUM EXTENT PERMISSIBLE UNDER THE APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR PURE ECONOMIC LOSS DAMAGES, LOSSES, PENALTIES, CHARGES, EXPENSES OR COSTS OF ANY KIND, INCLUDING COSTS OF PROCUREMENT OR SUBSTITUTE OR REPLACEMENT SERVICES, EVEN THE PARTY HAS BEEN INFORMED ABOUT THE POSSIBILITY THEREOF, OR OTHER SIMILAR DAMAGES OF ANY TYPE OR KIND (INCLUDING,



WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF REVENUE, PROFITS (WHETHER DIRECT OR INDIRECT), USE, GOODWILL OR REPUTATION, ANTICIPATED SAVINGS, OR LOSS OR CORRUPTION OF DATA OR INFORMATION, OR OTHER LOSSES OF ANY KIND OR CHARACTER), REGARDLESS OF THE CAUSE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, EVEN IF THE PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES, EXCLUSIONS, AND LIMITATIONS HEREIN ALLOCATE THE RISKS BETWEEN THE PARTIES.

- 10.2 THE LIMIT OF EITHER PARTY'S AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT, BREACH OF WARRANTY, MISREPRESENTATION, BY STATUTE OR OTHERWISE) TO THE OTHER PARTY OR ANY THIRD-PARTY CONCERNING PERFORMANCE OR NON-PERFORMANCE BY SAID PARTY, IN ANY MANNER RELATED TO THIS AGREEMENT, FOR ANY AND ALL CLAIMS SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID AND PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO ANY CLAIM. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 8.2 SHALL LIMIT EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT FOR ITS (A) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (B) FRAUD OR FRAUDULENT MISREPRESENTATION, OR (D) BREACH OF CONFIDENTIALITY OR (E) ANY OTHER FORM OF LIABILITY THAT CAN NOT BE LIMITED UNDER APPLICABLE LAW.

11. **GEP Personnel**

GEP shall be solely responsible for hiring, termination, discipline, testing and training, performance evaluations, resolving complaints or grievances of GEP personnel, maintaining personnel and payroll records, and compensation, including distributing paychecks. GEP personnel supplied by GEP shall not be eligible for any employee benefits available to Customer employees. GEP shall be solely responsible for payment and reporting of all compensation, salaries, benefits, and employer taxes relating to GEP personnel (including making all withholdings from the pay of the GEP personnel and paying to the appropriate governmental agencies all amounts that GEP is required to withhold and pay as an employer, including payment of all applicable federal, state, and local taxes, and including workers' compensation and disability).

12. **Governing Law, Jurisdiction and Dispute Resolution.**

12.1 **Informal Dispute Resolution:** In the event of any dispute, before the initiation of formal dispute resolution procedures the Parties shall first attempt to resolve their dispute informally, as follows:

12.1.1 If a party considers that a dispute has arisen, it shall give a dispute notice to the other party (Dispute Notice), which must be in writing and set out the details of the dispute.

12.1.2 If a Dispute Notice is given under this Agreement, Customer and GEP must both procure and ensure that the authorized representatives of the parties promptly meet and engage in good faith discussions with the bone fide objective of resolving the Dispute by agreement.



12.1.3 If the authorized representatives of the parties fail to resolve the dispute within 20 business days after the issuance of the Dispute Notice (or such other period as agreed by the parties), either party shall have the right to refer the dispute for arbitration.

12.2 **Arbitration and Governing Law:** Any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by that remain unresolved further to the procedure set out at clause 12.1 above, shall be submitted to and finally settled by arbitration at the arbitration forum as per the following table.

This Agreement, and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the governing law specified in the table below, without regard to its conflict of laws principles. You agree that this Agreement shall be fully performable in the jurisdiction allocated based on Customer's registered office location as specified in the table below with respect to any proceedings arising from this Agreement or the relationship between the parties hereto.

Customer's Registered Office location	Governing Law	Jurisdiction and Venue	Arbitration Forum
North America (US and Canada)	The laws of State of New Jersey and the controlling United States federal law	Union County, New Jersey, USA	American Arbitration Association (AAA)
United Kingdom	The laws of England and Wales	London, United Kingdom	London Court of International Arbitration (LCIA)
Europe	The laws of Netherlands	Amsterdam, the Netherlands	London Court of International Arbitration (LCIA)
Australia, New Zealand, China, Japan, India or in one of the ASEAN Member states	The laws of Singapore	Singapore, Republic of Singapore	Singapore International Arbitration Centre (SIAC)
Middle East and Africa	The laws of United Arab Emirates.	Dubai, United Arab Emirates.	Dubai International Arbitration Centre (DIAC)
For all other regions.	The laws of State of New Jersey and the controlling United States federal law	Union County, New Jersey, USA	American Arbitration Association (AAA)



The arbitration proceedings shall in every case be in the English language in accordance with the arbitration rules and procedures of the applicable arbitration forum. The number of arbitrators in any arbitration proceedings under this clause shall be one and the arbitrators shall have substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award rendered in any arbitration proceedings may be entered in any court having competent jurisdiction, or an application may be made to any such court for judicial acceptance of any award and an order of enforcement.

12.3 **Injunctive Relief:** Parties agree that for certain provisions under this Agreement money damages may not be a sufficient remedy for any breach of this Agreement and that each party shall be entitled to equitable relief, including but not limited to a restraining order, specific performance injunctive or any other relief that may be available from any court of competent jurisdiction without the need to post bond or other security. Such remedies shall not be deemed to be a party's exclusive remedy for breach of this Agreement but shall be in addition to all other remedies that may be available at law or equity.

13. General.

13.1 **Nonsolicitation.** During the term of this Agreement and for a period of one (1) year thereafter, the Customer agrees that it will not directly or indirectly solicit for employment or hire the services of any employee or personnel of GEP that is involved in the performance of the services outlined in this Agreement, without the express written consent of GEP. Notwithstanding the aforesaid, the restrictions set forth in this clause shall not apply if the solicitation is a result of general advertising, public solicitations, or job postings that are not specifically targeted at GEP's or its Affiliates' employees or personnel.

13.2 **Excused Performance.** GEP's failure to perform its obligations under this Agreement (including meeting any milestones or service levels) shall be excused if and to the extent such non-performance is caused by the failure by Customer or its contractor to perform Customer's Responsibilities as set forth under Schedule 'A' to this Agreement or as set forth in an applicable Statement of Work.

13.3 **Publicity.** On signing this Agreement Customer agrees that GEP may use Customer's or its Affiliates' name and/or logo on GEP's website and/or in GEP's informational brochures in a listing of customers. In addition, Customer agrees to allow a press release upon execution of this Agreement, such press release to be approved in advance and prior to release by Customer. Notwithstanding the foregoing, any other use by GEP of Customer's or its Affiliates name and/or logo is subject to the prior written approval of Customer.

13.4 **Audit.** GEP will allow the Customer, no more than once during any twelve-month period, to audit documents or other business records that GEP maintains, relating to the performance of GEP's obligations under this Agreement or other applicable legal requirements. The Customer may appoint an independent third party, who is not a direct competitor to GEP, to perform such audits under this Agreement. GEP shall maintain accurate and complete documents and other business records in accordance with generally accepted accounting principles (GAAP) that enable GEP to demonstrate compliance with this Agreement. Customer and its representatives (including such third parties) shall not have access, nor shall they seek access to confidential information of GEP's other customers. The Parties will bear their respective costs and expenses associated with any of the foregoing. The results of an audit shall be GEP's Confidential Information. If an audit discloses that Customer has paid GEP for any charges not properly incurred or has overpaid, GEP shall



promptly refund to Customer the amount of overpayment and/or improperly incurred charges.

- 13.5 **Independent Contractors.** Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between the parties. Except as expressly set forth in this Agreement, no party is by virtue of this Agreement authorized as an agent, employee or legal representative of the other party, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.
- 13.6 **No Waiver.** The failure of either party at any time to require performance of the other party or any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- 13.7 **Severability.** If any provision contained in this Agreement becomes illegal, null, or void or against public policy, the remaining provisions will not be affected.
- 13.8 **Assignment.** Neither party may assign this Agreement or any of its rights and obligations therein to any individual or entity without the prior written consent of the other party with the exception of the Assignment to its wholly owned subsidiaries, such consent not to be unreasonably withheld. Subject to the foregoing, the Agreement shall be binding upon and inure to the benefit of the parties to the Agreement and their respective legal representatives, successors and permitted assigns. Each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of, any party or entity other than the parties to this Agreement (except expressly set out herein).
- 13.9 **Force Majeure.** Neither Party shall be liable for any breach, default or delay in the performance of its obligations hereunder due to any proximate cause beyond its reasonable control, including, terrorist acts, governmental actions, war, riot, natural disasters, fires, floods, elements of nature, earthquakes and other acts of God and provided the non-performing Party is without fault and the default or delay could not have been prevented by reasonable precautions (each event an event of "Force Majeure"). . In any Force Majeure event, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such Force Majeure circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so prevented, hindered, or delayed in its performance by Force Majeure shall promptly notify the Party to whom performance is due in writing and describe in a reasonable level of detail the circumstances of such Force Majeure event.
- 13.10 **Entire Agreement; Amendments.** This Agreement (including the addenda thereto) constitutes the entire agreement between the parties pertaining to the subject matter of the Services and supersedes all proposals, negotiations, preliminary letters of intent or agreements, materials, and all prior or contemporaneous discussions and understandings of the parties. No amendment, change, modification, or waiver of any of the terms of this Agreement are effective unless made in writing and executed by all parties to the Agreement.
- 13.11 **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
- 13.12 **Insurance.** GEP shall maintain during the term of this Agreement an industry standard



insurance policy with terms that are no less stringent than the following: (a) Commercial General Liability Insurance with minimum limits of US\$1,000,000 combined single limit and combined bodily injury and property damage per occurrence and US\$2,000,000 dollars in the aggregate; (b) Commercial Automobile Liability Insurance providing coverage for owned, hired, and non-owned motor vehicles used in connection with this Agreement in an amount of not less than US\$1,000,000 per accident combined single limit for bodily injury and property damage; (c) Umbrella Liability providing excess liability coverage in the minimum amount of US\$5,000,000.00 per occurrence, to supplement the primary coverage provided in the policies listed above; (d) Cyber Liability Insurance, which policy also includes Professional liability insurance (Errors and Omissions Insurance), with minimum limits of US\$5,000,000.00; (e) Workers Compensation Insurance covering GEP employees pursuant to applicable state laws, and at the maximum limits statutorily required for each such state; and (f) Commercial Crime Insurance including coverage for loss or damage with a minimum per event and annual aggregate limit of US\$1,000,000. Upon request, GEP shall promptly furnish Customer with a certificate evidencing the coverages set forth above.

- 13.13 **Survival.** On termination or expiry of this Agreement, the following provisions and articles shall continue in force: 1 (Definitions and Interpretation), 6 (Term and Termination), 7 (Confidentiality; Proprietary Rights; Data Security and Privacy), 10 (Limitation of Liability), 12 (Governing Law and Dispute Resolution); 13.1 (Nonsolicitation), 13.2 (Excused Performance), 13.3 (Publicity), 13.6 (No Waiver), and 13.7 (Severability).
- 13.14 **Notices.** All notices, demands or other communications required or permitted under this Agreement will be made in writing and be deemed to have been duly given (a) on the date of delivery if delivered by email, (b) three business days following being mailed by first class mail, postage paid, or (c) one business day following being sent by a nationally recognized overnight courier service, in each case addressed to the recipient at the address as listed under the applicable Statement of Work.





Schedule A

Customer Responsibilities

The purpose of this Schedule is to identify certain Customer responsibilities (the **Customer Responsibilities** and each one a **Customer's Responsibility**) that are necessary for GEP to provide the Services.

Subject to the terms of this Agreement, the Parties intend that the Customer comply with certain obligations to enable GEP to perform the Services as follows.

- (a) Customer to ensure that its personnel are qualified and suitable to fulfil Customer's roles and duties under the Agreement or Statement of Work.
- (b) the Customer shall use reasonable endeavors to provide relevant documents, templates, process requirements, training materials and such other information that GEP reasonably requests which are required for the provision of GEP's services under the Agreement.
- (c) The Customer shall review within the agreed time frame relevant documents that require Customer approval, including travel expenses, baseline and savings methodology, sourcing project business case, standard operating procedures (SOPs) and execution of preferred contracts.
- (d) The Customer shall notify GEP in writing of any changes in law that are specific to the Customer's industry that will impact on the Services.
- (e) the Customer shall provide GEP with access to Customer systems to the extent necessary for GEP to deliver the Services provided:
 - (i) such access is not prohibited by Law; and
 - (ii) the Customer has the relevant third-party authorizations to provide such access.



Schedule B

CHANGE ORDER FORM

Statement of Work Number []

This change order ("Change Order") is dated as of _____, 20____ by and between [CUSTOMER] ("Customer" or " ") and NB VENTURES, INC. dba GEP ("GEP" or "Service Provider") pursuant to that certain Statement of Work Number _____ dated _____ ("Statement of Work").

WHEREAS, both [CUSTOMER] and GEP wish to enter into this Change Order to amend the Services and/or Deliverables provided under the Statement of Work (all terms not otherwise defined herein shall have the meanings ascribed to such terms in the Statement of Work or the Agreement, as applicable).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

- 1. SCOPE OF WORK CHANGE (see attached additional pages, if so, stated below)

The Services shall be changed to add/delete the following:

- 2. REVISED PROJECT DELIVERABLES

GEP shall provide the following Deliverables in connection with the additional Services provided herein:

- 3. SCHEDULE

The Performance and Delivery Schedule shall be amended as follows:

- 4. PRICING

The change in Services and/or Deliverables stated herein [shall/shall not] change the pricing under the Statement of Work.

The pricing set forth in the Statement of Work is amended as follows:

Project Milestone Payments:

<u>Additional Services/Project Deliverables</u>	<u>Estimated Date of Completion</u>	<u>Payment Due</u>
	mm/dd/yyyy	\$0.00
<u>Deletion of Services/Project Deliverables</u>	<u>Amount of Payment No Longer Due</u>	
	\$0.00	

Fixed Fee: Total fees for all Services performed and Deliverables provided under the Statement of Work will be [increased/decreased] by this Change Order in the amount of \$_____ for a total Fee of \$_____.



5. REVISED ACCEPTANCE CRITERIA

[IF APPLICABLE]

- 6. All the terms and conditions of the Statement of Work, except to the extent expressly modified herein, remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Change Order to be executed by their duly authorized representatives.

GEP Entity

Customer.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Note: This is a Change Order form is Template for reference purposes and no signatures are required.