

## MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT dated as of [ ] (this “Agreement”), is hereby executed by and between **BH Compliance LLC**, a Florida limited liability company (“BH Compliance”), and [Client] (the “Client”, and together with BH Compliance, each a “Party” and collectively, the “Parties”). This Agreement will be effective on the date set forth in the signature page herein (the “Effective Date”).

### WITNESSETH:

**WHEREAS**, BH Compliance desires and intends to provide certain services as set forth in Schedule A attached hereto to the Client.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Agreement to Provide Services.

1.1 Agreement. Upon the terms and subject to the conditions contained herein and in the schedules attached hereto, BH Compliance hereby agrees to provide to the Client the services listed on Schedule A attached hereto (the “Services”).

1.2 Scope of Services. Upon the terms and subject to the conditions contained herein, additional or new services which are not currently contemplated in this Agreement may be added to Schedule A from time to time. Any new or additional services undertaken by BH Compliance to the Client shall be provided for a fee as more fully described in Section 2.

1.3 Service Designees. BH Compliance may perform the Services through its own officers and employees, or through agents, independent contractors, affiliates or other parties designated by it (“Third Parties”); *provided, however*, that BH Compliance shall cause Third Parties to remain liable to the Client as if they have performed such Services directly pursuant to the terms hereunder.

1.4 Independent Contractor. BH Compliance shall act as an independent contractor under this Agreement, and not in any other capacity, and any duties arising out of its engagement shall be owed solely to the Client. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each Party being individually responsible only for its obligations as set forth in this Agreement.

2. Payment.

2.1 Fees. The Client agrees to pay the fees set forth in Schedule B.

2.2 Gross-Up. Any and all payments by or on account of any obligations set forth in Schedule B shall be made free and clear of and without deduction or withholding

for any taxes. If the Client shall be required by applicable law to deduct or withhold any taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all such required deductions or withholding BH Compliance receives an amount equal to the sum it would have received had no such deductions or withholding been made, (ii) the Client shall make such deductions or withholding, and (iii) the Client shall timely pay the full amount deducted or withheld to the relevant governmental authority in accordance with applicable law.

- 2.3 Costs and Expenses. The Client agrees to pay all costs and expenses incurred in connection with the Services, including, without limitation, (i) all costs and expenses relating to the preparation, printing, delivering and publishing of any printed materials; (ii) the customary mailing and handling costs and expenses; (iii) all costs and expenses incident to the Services; (iv) all reasonable and documented costs and expenses incident to conducting meetings with, and presentations to, the Client (including lodging, travel and aircraft costs and expenses in connection with any presentations). The Client shall pay the costs and expenses set forth herein (other than the fees, which shall be payable as set forth in Schedule B) whether or not the Services are completed.
- 2.4 Late Payments. The Client agrees to pay to BH Compliance at a rate equal to [twelve percent (12%)] per year, a monthly late payment charge (the "Late Payment Charge") on the unpaid balance of any fees, costs or expenses not timely paid in full. With respect to any unpaid portion of the fees in Schedule B, a late payment charge will be computed from the date the fee becomes due and payable until payment in full of such fees, and with respect to the unpaid portion of any costs or expenses as defined in Section 2.3, a late payment charge will be computed from thirty (30) days after the issuance of an invoice until payment in full of such costs or expenses.
- 2.5 Survival of Section 2. Payment obligations under Section 2 and all its subsections shall survive any termination or expiration of this Agreement.
3. Standards for Performance of Service. BH Compliance shall perform its obligations hereunder in a prudent and efficient manner and in accordance with applicable law and good industry practice.
4. Client Obligations.
- 4.1 Access to Premises. At the request of BH Compliance, the Client shall, and shall cause its affiliates to, use its [commercially/reasonable] best efforts to provide access to their premises for consultation with BH Compliance, shortly after such request. At the request of BH Compliance, the Client shall, and shall cause its affiliates to, make available information relating to the Client's business. The Client hereby agrees that, upon reasonable notice from BH Compliance, it shall make its books records with respect to Services and payment thereof available to BH Compliance and its representatives for inspection during normal business hours at the Client's principal place of business.

4.2 Access to Employees. The Client hereby agrees that, upon reasonable notice from BH Compliance, the Client shall make its employees and staff available to BH Compliance and its representatives for interviews and any information gathering activity during normal business hours.

4.3 Cooperation. The Client will provide all information that BH Compliance reasonably requests for performance of Services. The Client will cooperate with any reasonable request of BH Compliance in connection with the performance of Services pursuant hereto.

5. Force Majeure. BH Compliance shall not be liable for any failure of performance attributable to acts, events or causes (including, but not limited to, war, riot, rebellion, civil disturbances, power failures, pandemics, failure of telephone lines and equipment, flood, storm, fire and earthquake or other acts of God or conditions or events of nature, or any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental authority) beyond its control that prevent in whole or in part performance hereunder. The affected provisions and/or other requirements of this Agreement shall be suspended during the period of such disability and BH Compliance shall have no liability to the Client or any other party in connection therewith other than by reason of breach or nonfulfillment of its covenants in this Section 5. BH Compliance shall make all reasonable efforts to remove such disability as soon as and to the extent reasonably possible and to assist the Client in finding third parties to provide affected Services during the period of such disability.

6. Indemnification. The Client shall indemnify, defend and hold harmless BH Compliance, their affiliates, their officers, directors, employees, agents and representatives from and against any and all losses, liabilities, claims, damages, actions, fines, penalties, expenses or costs (including court costs and reasonable attorneys' fees) suffered or incurred by any such person arising from or in connection with BH Compliance's performance or non-performance of any covenant, agreement or obligation of BH Compliance hereunder, other than by reason of BH Compliance's or any of their affiliates' gross negligence, willful misconduct or bad faith that has been judicially determined by a court of competent jurisdiction. This Section 6 shall survive any termination or expiration of this Agreement.

7. Term and Termination.

7.1 Term of Services. The term of this Agreement shall begin from the Effective Date and continue until such date all Services have been performed.

7.2 Termination by BH Compliance. BH Compliance may terminate this Agreement, or any part of this Agreement, at any time without cause.

7.3 Termination due to Material Breach. This Agreement shall terminate with respect to any Party that materially breaches its obligations herein if such material breach remains uncured for thirty (30) days after such Party receives written notice of the breach. For the avoidance of doubt, the Parties agree that a failure to pay fees, costs or expenses constitutes a material breach.

7.4 Automatic Termination. This Agreement shall terminate automatically, without any notice or other action whatsoever on the part of any Party, as to any Party and such Party's subsidiaries that (i) becomes the subject of any voluntary petition in bankruptcy or other voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors or (ii) becomes the subject of an involuntary petition in bankruptcy or any other involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of the filing or initiation thereof.

7.5 Review and Monitoring Termination. The Client may terminate review and monitoring services at any time by providing full payment of all accrued and outstanding fees, costs and expenses and thirty (30) days written notice.

8. Confidentiality.

8.1 Confidential Information. Except to the extent necessary for the exercise of rights and remedies and the performance of its obligations under this Agreement, BH Compliance shall hold confidential all information they may have or obtain concerning the Client and their respective assets, business, operations or prospects or this Agreement (the "Confidential Information"); provided, however, such Confidential Information shall not include information that:

(i) becomes generally available to the public other than as a result of a disclosure by BH Compliance;

(ii) becomes available to BH Compliance on a non-confidential basis and through no willful breach of any laws or a knowing breach of any contractual confidentiality obligations prior to its disclosure by the Client;

(iii) is (a) required or requested to be disclosed as a result of any applicable legal requirement or relevant rule or regulation or (b) is required or requested by a governmental agency or court or arbitral panel with competent jurisdiction in connection with a Service relating thereto. The Client acknowledges that disclosures pursuant to subclause (b) above may be subject to the Freedom of Information Act, 5 U.S.C. Section 552. If BH Compliance becomes compelled by a legal or administrative proceeding to disclose any Confidential Information, BH Compliance will provide the Client with prompt Notice.

8.2 Client Confidentiality Obligations. Except to the extent necessary for the exercise of its rights and remedies and the performance of its obligations under this Agreement (including without limitation, the ownership, operation and administration of BH Compliance), the Client will hold confidential and not disclose directly or indirectly, any of the economic terms particular to this Agreement.

8.3 Public Announcements. Except as required by applicable laws, the Client shall not make any public announcements concerning this Agreement without the prior written consent of BH Compliance (which shall not be unreasonably delayed or withheld). If the

Client shall make any such public announcement as required by applicable laws, it shall provide immediate notice to BH Compliance prior to making such announcement.

9. General Provisions.

9.1 Assignment; Successors and Assigns. Except as set forth below, this Agreement and the rights and obligations hereunder shall not be assigned or transferred in whole or in part by the Client without the prior written consent of BH Compliance. Any attempted assignment or delegation in contravention hereof shall be null and void ab initio. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

9.2 No Warranty. There are no representations, warranties, or conditions of either party to this Agreement, express, implied, statutory or otherwise, regarding any matter, including any implied warranties or conditions of quality, safety, legal compliance or fitness for a particular purpose. Without limiting the generality of the foregoing, the Client acknowledges that its participation in this Agreement and the Services herein is based upon its own assessment of the Services and not on any reliance on anticipated or projected results, and that such participation may not result in the achievement of any guaranteed protection from regulatory bodies or any other entities, which are expressly disclaimed by the Client.

9.3 No Third-Party Beneficiaries. Except for persons entitled to indemnification under Section 6 hereof, this Agreement is for the sole benefit of the Parties, and nothing herein expressed or implied shall give or be construed to give to any person or entity, other than the Parties, any legal or equitable rights hereunder.

9.4 Remedies. Except as otherwise expressly provided herein, none of the remedies set forth in this Agreement are intended to be exclusive, and each Party shall have all other remedies now or hereafter existing at law or in equity or by statute or otherwise, and the election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

9.5 Interpretation; Definitions. The headings contained in this Agreement or in any Schedule hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted. When a reference is made in this Agreement to Sections or Schedules, such reference shall be to a Section or Schedule to this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “hereby,” “herein,” “hereunder” and similar terms in this Agreement shall refer to this Agreement as a whole (including any schedules attached hereto) and not to any particular Section in which such words appear. All references herein to dollar amounts shall be deemed to be references to U.S. Dollars, unless otherwise delineated with a different currency.

9.6 Amendments. No amendment to this Agreement shall be effective unless it shall be in writing and signed by BH Compliance and the Client to be bound by the proposed amendment, provided that Schedule A hereto may be amended by BH Compliance at any time provided that BH Compliance provides written notice to the Client to be bound by the proposed amendment and that the Client does not object in writing to such amendment.

9.7 Counterparts. This Agreement and any amendments hereto may be executed by mail or email and in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party via courier mail or PDF file via email.

9.8 Severability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

9.9 Governing Law.

(i) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to choice of law principles.

(ii) Arbitration.

(a) Any and all disputes, controversies or claims (whether based on contract, tort or otherwise) arising out of or relating to this Agreement, the obligations of the parties hereto or the activities contemplated hereunder, including the existence, breach, termination, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (a "Dispute"), shall be determined by arbitration administered by the American Arbitration Association ("AAA") under AAA's Commercial Arbitration Rules and Mediation Procedures (the "Rules").

(b) The Parties agree that arbitration before the AAA shall be the exclusive means of resolving any and all Disputes and that any arbitration award shall be final and binding and shall be given conclusive effect, and that judgment on the award may be entered in any state or federal court having jurisdiction thereof.

(c) The arbitrator(s) shall be empowered to award all available legal and equitable relief (such as injunctive relief, specific performance and interim measures) and have the authority to decide any issues regarding the application, interpretation, formation, or enforcement of this Agreement, including determining whether any particular dispute or related claim or matter is subject to arbitration.

(d) The locale where any arbitration is to be held and the location of all arbitration hearings shall be Miami, Florida, and the arbitration will be conducted in the English language. The arbitrator(s) shall decide any Dispute(s) in accordance with the law of Florida.

(e) The arbitration provisions contained herein are self-executing and will remain in full force and effect after expiration or termination of this Agreement.

(f) The arbitrator(s) shall award the prevailing party or parties in the arbitration its costs and expenses associated therewith, including attorneys' fees, filing fees, arbitration costs and expert witness fees.

(g) All parties and any arbitrator(s) appointed to preside over a Dispute shall keep confidential the existence, content, results of the arbitration and related proceedings, as well as all materials created for the purpose of the arbitration proceeding and any documents or materials produced in the arbitration proceeding that are not otherwise in the public domain, except to the extent that disclosure may be required to comply with a legal duty, protect or enforce a legal right, or enforce or challenge an arbitration award before a court or other judicial authority.

9.10 Waiver. Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, covenant, agreement or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Any consent given by any Party pursuant to this Agreement shall be valid only if contained in a written consent signed by such Party.

9.11 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by telecopy at the addresses set forth in the signature pages hereunder, or by postage prepaid, registered, certified or express mail or by reputable overnight courier service and shall be deemed given when delivered by hand or upon receipt of telecopy confirmation if sent by mail, three days after mailing except for notices relating to the termination of Services, which shall be communicated and delivered by mail. Any Party may change its address in the records of BH Compliance by providing written instructions to the other Party specifying the new address of such entity.

9.12 Authority. None of the Parties shall act or represent or hold itself out as having authority to act as an agent or partner of another Party, or in any way bind or commit the other Party to any obligations.

9.13 Schedules. All schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein, as they may be amended from time to time.

9.14 Entire Agreement. This Agreement (including the schedules attached hereto) contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.



## **SCHEDULE A**

### **Services**

BH Compliance agrees to provide the Services listed below (Review and Monitoring Process):

Stage 1: Set-up

Stage 2: Monitoring

## **SCHEDULE B**

### **Payment Schedule**

The Parties agree that the fees corresponding to BH Compliance's services in accordance with this Agreement are indicated below and must be paid in the manner and at the time indicated:

1. Fees corresponding to the SET UP stage:
  - a) First installment: amounts to 50% of the fees agreed, for a total of [ ] USD. This fee becomes due and payable with the signing of the Agreement.
  - b) Second installment: amounts to 50% of the fees agreed for a total of [ ] USD. This fee becomes due and payable with the delivery by BH Compliance of the Diagnosis Report.
2. Fees corresponding to the MONITORING stage of the review and monitoring process:

The services provided by BH Compliance during the monitoring stage have a total value of [ ] USD per month, which becomes due and payable, each one, at the beginning of the respective month.

The value of the contracted service excludes the costs and expenses associated with the travel of the personnel assigned by BH Compliance for the review and monitoring process, which must be assumed by the Client.

If BH Compliance is required to appear before any authority or court due to the review and monitoring process, BH Compliance will not collect fees related to the appearance; however, shall be reimbursed of all reasonable and documented legal fees and expenses associated to such appearance.