

Master Services Agreement

This Master Services Agreement (this "**Agreement**") is made effective as of _____ (the "**Effective Date**"), between TrustedSec, LLC, an Ohio limited liability company, located at 14780 Pearl Rd., Suite 300, Strongsville, OH 44136, its agents, officers, directors, employees and affiliates (collectively "**Consultant**") and ("**Client**"). Consultant and Client may each be referred to individually as a "**Party**" and collectively as the "**Parties.**"

I. SCOPE OF WORK

- A. **Services and Statement of Work Form.** Consultant will provide such services to Client as will be specified in statements of work (each an "**SOW**") executed by the Parties in accordance with this Agreement (the "**Services**"). Services may be authorized only by the execution of an SOW (or through a Change Order). All properly executed SOWs are incorporated into this Agreement by this reference. Each SOW shall refer to this Agreement.
- B. **Change Order.** Either Party may reasonably request in writing that revisions be made with respect to the Services set forth in a SOW ("Change Order"). A Party requesting a Change Order will include a description as to reason for the requested modifications, a description of the modifications, any changes in the project schedule or delivery dates, and any changes in the pricing, fees or payment schedule. The Parties shall negotiate expeditiously and in good faith on any Change Order request. A Party receiving a Change Order request shall have ten (10) business days after its receipt to accept or reject the Change Order. If the Parties approve the Change Order, then the Parties will execute it, and upon execution, the Change Order will modify the then-existing SOW and become binding obligations of the Parties. If the Parties do not approve the Change Order within 10 business days after a Party's receipt, then the Change Order shall be null and void and the then-existing SOW will remain in full force and effect, and the Parties will have no further obligation with respect to the applicable Change Order.
- C. **Engagements.** For all engagements to be performed under this Agreement, the Parties will agree on an SOW that will address, as applicable, the following subjects: (i) the scope and nature of the Services to be performed by Consultant, including a schedule and description of tasks; (ii) each Party's responsible engagement manager; (iii) the deliverables to be produced by Consultant; (iv) applicable fees, cancellation, shipping, expenses and taxes terms, and payment schedule; (v) Client responsibilities (including obtaining appropriate authorizations and providing notices); and (vi) such additional information as the Parties may wish to include.
- D. **Order of Precedence.** If there is any conflict between the Agreement and any SOW, the conflict will be resolved by giving effect first to the Agreement and secondly to the SOW. Notwithstanding the foregoing, an SOW may modify the terms of the Agreement only with respect to Services under that particular SOW, and only if the SOW expressly identifies the section of the Agreement intended to be modified. Such modifications shall not be deemed to be "conflicts" under this Section I.C.



II. TERM

This Agreement will commence on the Effective Date and will continue for a period of two (2) years (the “Initial Term”). After the Initial Term, this Agreement will automatically renew for successive one (1) year terms (each a “Renewal Term”), unless one Party provides written notice to the other Party at least thirty (30) days prior to the beginning of any Renewal Term indicating that such Party will not be renewing this Agreement. The Initial Term and all of the Renewal Terms are collectively, the “Term.”

III. FEES AND PAYMENT TERMS

- A. **Fees and Invoicing.** Fees for the Services will be set forth in each SOW. Consultant will invoice Client upon the schedule set forth in the applicable SOW for the Services performed under this Agreement. Payment is due thirty (30) days after the date of each invoice and is to be made in US dollars, unless otherwise noted on the Consultant invoice.
- B. **Expenses.** Client will timely reimburse Consultant for travel, lodging, meals and transportation expenses incurred in connection with providing the Services that are in accordance with Consultant’s corporate travel and expense policy. For further information, see the attached [TrustedSec Travel and Expense Policy](#)
- C. **Payment Terms.** In the event Consultant does not receive payment within the time frame set forth in this Agreement, Consultant may (i) charge Client the lesser of (1) interest equal to one and one-half percent (1.5%) per month, and (2) the maximum interest rate permitted under applicable law; and (ii) suspend performance of the Services and delivery of any deliverables until payment has been made in full.
- D. **Taxes.** The charges specified in any SOW do not include any taxes, levies, duties or similar government assessments of any nature, including value-added, sales, use, or withholding taxes (collectively, “Taxes”). Client is solely responsible for payments of all Taxes, which does not include any taxes based on Consultant’s net income. If Consultant has the legal obligation to pay or collect Taxes, Consultant will invoice Client for such Taxes, in addition to the fees owed by Client to Consultant, unless Client provides Consultant with a valid tax exemption certificate.

IV. CONTRACT ADMINISTRATION

- A. **Consultant Personnel**
 - (i) Consultant will determine the methods, details, and means of performing the Services. Specific individuals or job functions may be specified in the applicable SOW. Client may not control, direct, or supervise Consultant’s personnel in the performance of the Services.
 - (ii) Consultant may use subcontractors in its reasonable discretion in its performance of the Services.
- B. **Client Facilities, Systems, and Property**

To the extent that any SOW requires or permits performance by Consultant at Client facilities or using Client systems Consultant will perform all work during Client’s normal working hours, unless it is work that would unreasonably interfere with Client’s daily



business and computer operations, or Client otherwise specifically requests the work to be done outside of Client's normal working hours.

V. CLIENT OBLIGATIONS

- A. **General Obligations.** In addition to any other Client responsibilities expressly set forth in this Agreement or an applicable SOW, Client will be responsible for the following:
- (i) Client will designate a contact person in connection with each SOW.
 - (ii) Client will cooperate with Consultant by making available, as reasonably requested by Consultant, knowledgeable personnel, management, management decisions, information, and acceptance/rejection responses, along with personnel possessing adequate training, skills, and knowledge to fulfill Client obligations under this Agreement and as specified in an applicable SOW, so that Consultant may accomplish its obligations and responsibilities hereunder in a timely manner. The Client contact person or engagement manager identified in the applicable SOW will be the principal point of contact for such matters.
 - (iii) Client will provide Consultant with sufficient, free, and safe access to its facilities and systems for Consultant to fulfill its obligations including but not limited providing proper notifications to any and all officers, directors, employees, agents, landlords, property managers, and law enforcement agencies.
 - (iv) Client will obtain all third-party consents that may be required to permit Consultant to access Client software, hardware, systems, or physical locations if applicable.
 - (v) Client will provide the necessary notices and obtain the necessary consents for Consultant and any third parties acting on its behalf to use, store, or otherwise process their personal data for purposes of performing the Services and contacting them regarding the Services.
 - (vi) Client will not provide or make available, transmit, or disclose any Sensitive Personal Data to Consultant or otherwise provide Consultant with any Sensitive Personal Data without Consultant's prior written consent. "Sensitive Personal Data" means any information that is deemed sensitive or requiring additional protections under any applicable data protection law, including, without limitation, any financial information, social security numbers, health information, and information subject to child protection laws (such as under the Children's Online Privacy Protection Act).
- B. **Additional Obligations.** Additional Client obligations, if any other than payment, will be expressly specified in the applicable SOW.
- C. **Delays.** Consultant will not be responsible for any delays in performing the Services arising from Client's delays in performing its obligations under this Agreement or any SOW or arising from other acts or omissions of Client that adversely impact Consultant's ability to perform the Services.

VI. OWNERSHIP

- A. **Client Software.** Each SOW will identify any software licensed or owned by Client that Consultant must access to perform the Services ("**Client Software**"). Client will retain



all rights to Client Software. As of the effective date of the applicable SOW, Client grants Consultant a license during the applicable term of the SOW to use and access Client Software and systems for the sole purpose of providing the Services. Consultant will cease use of such Client Software and systems upon expiration or termination of the applicable SOW.

- B. **Deliverables.** Unless otherwise agreed by the Parties in an applicable SOW, all right, title and interest in and to all deliverables hereunder, other than Results, are and shall remain the sole property of Consultant, including all trademarks, copyrights, patents, methodologies, processes, procedures, know-how, ideas and any other intellectual property rights contained therein.
- C. **Results.**
- (i) Client will own all rights to any scores and reports generated from its use of any Consultant -provided software, training or other materials delivered hereunder ("**Results**"). Consultant will have no proprietary interest in any Results, except that Consultant shall have the right to use the Results for its statistical norming and research and development purposes. When used for these purposes, the Results will not be personally identifiable as belonging to Client or to its employees or employee candidates specifically.
 - (ii) Notwithstanding the other provisions of this Article VI, Client will acquire no ownership interests in any intellectual property owned by Consultant at the inception of this relationship or created by Consultant independently from Consultant's provision of the Services to Client during or after the Term of this Agreement. For the avoidance of doubt, the format of, and methodologies involved in, the Results shall remain the intellectual property solely of Consultant. Consultant shall have all right, title and interest in and to the design of any products offered by Consultant and Services and any and all software, products, or services sold by Consultant and to the trade names, trademarks, logos, trade dress, patents, designs copyrights, and other intellectual property rights of Consultant and affiliates (the "**Rights**"). Except with the prior written consent of Consultant or as expressly permitted by the terms of any SOW, Client shall not in any respect or for any purpose use said Rights and will not directly or indirectly do any act that would or might invalidate or be inconsistent with any Right and shall not omit to do any act which, by its omission, would have that effect. Client shall not (1) alter, remove or tamper with any Right or alter, remove or tamper with any numbers, or other means of identification used on or in relation to the Services; (2) or use any trademarks or trade names so resembling any trademark or trade names constituting Rights as to be likely to cause confusion or deception; or (3) sell any product that infringes the Rights.

VII. CONFIDENTIALITY

In the course of the Parties' performance under this Agreement and each SOW, it is anticipated that each Party will acquire knowledge (orally, by visual observation, or in writing) of information considered by the other Party to be confidential and proprietary, including without limitation, that regarding: (i) matters of a technical nature such as know-how, formulas, trade secrets, secret processes or machines, inventions, or research engagements; (ii) matters of a business nature such as information about costs, profits,



pricing policies, markets, sales, suppliers, clients, plans for future development, plans for future products, marketing plans, or strategies; and (iii) other information of a similar nature not generally disclosed by the other Party to the public, all of which information is referred to collectively hereafter as “**Confidential Information.**” In order for the provisions of this Article VII to attach to any Confidential Information of a Party, (1) the disclosing Party must (i) label each such piece of information as Confidential Information prior to disclosure; (ii) describe it orally as Confidential Information at the time of disclosure if disclosure is oral or by the other Party’s direct observation; or (iii) provide the other Party a list of the specific types of information it deems to be Confidential Information, prior to disclosure; or (2) it must be apparent to a reasonable person that the information is confidential.

A. Use and Disclosure of Confidential Information.

Each Party agrees:

- (i) To use the other Party’s Confidential Information only in connection with performing or receiving performance under this Agreement;
- (ii) To protect the Confidential Information of the disclosing Party from unauthorized use or disclosure with at least the same degree of care as it employs to avoid unauthorized use or disclosure of its own Confidential Information, but in any event no less than commercially reasonable efforts;
- (iii) Not to disclose the Confidential Information of the disclosing Party to any third parties. Disclosure is permitted to the receiving Party’s and its Affiliates’ (“Affiliate” means any entity, directly or indirectly, controlling, controlled by, or under common control with a Party, where the term “control” and its correlative meanings, means the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting equity interest in an entity): (a) employees with a need to know in connection with this Agreement, (b) contractors that have a need to know in connection with this Agreement and that are bound by confidentiality agreements with terms similar to this Agreement regarding the protection of Confidential Information; (c) professional advisors who are bound by an obligation (under law or contract) to protect the confidentiality of such information, such as legal counsel, accountants, and financial services providers; and
- (iv) Not to reverse engineer, decompile or disassemble software or hardware Confidential Information, except to the extent otherwise permitted in this Agreement or as permitted by applicable law.

B. General Exclusions. Information will not be deemed Confidential Information of the disclosing Party if that information:

- (i) was, at the time of disclosure to the receiving Party, in the public domain or becomes part of the public domain without disclosure by such Party;
- (ii) was rightfully in the possession of the receiving Party at the time of the initial disclosure to it;
- (iii) was received after disclosure to it from a third Party who had a lawful right to disclose such information to the receiving Party without any obligation to restrict its further use or disclosure; or



- (iv) was independently developed by the receiving Party without reference to any information of the other Party.

A Party will not be considered to have breached its obligations by disclosing Confidential Information of the other Party to the extent required to satisfy any legal requirement of a competent government body; provided that, promptly upon receiving any such request and prior to making such disclosure, to the extent that it may legally do so, such Party advises the other Party of the required disclosure in order that the other Party may interpose an objection to such disclosure or take such other action as it deems appropriate to protect the Confidential Information.

- C. **Return of Information.** Upon termination of this Agreement for any reason, the receiving Party will, at the disclosing Party's written request, return all Confidential Information of the disclosing Party (including all copies and summaries thereof) or, at the disclosing Party's option, certify destruction of the same. Neither Party has any obligation to retain Confidential Information of the other party except as may be necessary to satisfy any law, regulation, or internal policy or procedure to which it is subject (including, but not limited to, technology backup procedures).
- D. **Equitable Relief.** The Parties acknowledge and agree that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that the disclosing Party will be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

VIII. REPRESENTATIONS AND WARRANTIES

- A. **Consultant Representations and Warranties.** Consultant represents and warrants that:
 - (i) It is duly organized and validly existing under the laws of Ohio.
 - (ii) It has full right and authority to enter into this Agreement and to perform all its obligations hereunder.
 - (iii) It has duly executed and delivered this Agreement.
 - (iv) Services will be rendered in a competent and professional manner.
- B. **Client Representations and Warranties.** Client represents and warrants that:
 - (i) It is duly organized and validly existing under the laws of its state of formation.
 - (ii) It has the full right, power and authority or has received authorization via corporate resolution from all Client officers and directors to enter into this Agreement and to perform all obligations hereunder.
 - (iii) It has duly executed and delivered this Agreement.
 - (iv) It will use all outputs of Consultant services and products in the manner in which they are intended to be used per Consultant instruction;
 - (v) It understands and agrees that any modification made to Consultant deliverables by Client is made at Client's sole risk;
 - (vi) It understands and agrees that any modification made by it to Consultant



deliverables will render Consultant's indemnification obligations with regard to Client's use of such deliverables null and void to the extent any claim arises out of or relates to such modification.

- C. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION VIII, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. CONSULTANT EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CONSULTANT EXPRESSLY DISCLAIMS ANY LIABILITY ARISING BASED ON ANY USE OF DELIVERABLES PROVIDED UNDER THIS AGREEMENT.

IX. INSURANCE

During the Term, Consultant shall maintain, at its sole cost and expense, the following minimum valid and effective insurance issued by reputable insurance carriers licensed in the states where the Services are to be performed:

- A. **Workers' Compensation.** Workers' compensation or qualified self-insurance in compliance with the requirements of each state in which the Services are to be performed.
- B. **Commercial General Liability Insurance.** Commercial general liability insurance providing coverage on an occurrence basis with limits of not less than \$1 million per occurrence for bodily injury and property damage and personal and advertising injury, \$2 million annual general aggregate, and \$1 million products and completed operations annual aggregate.
- C. **Business Auto Coverage.** Business Auto Coverage with a limit of liability of not less than \$1 million for any one accident or loss for bodily injury and property damage.

Consultant shall notify Client thirty (30) days prior to any proposed expiration or termination of its insurance policies described above. Consultant shall provide Client a certificate of insurance evidencing Consultant's coverage as described above, upon Client's request.

X. INDEMNITIES; LIMITATION OF LIABILITY; NOTICES

- A. **Consultant Indemnities.** Consultant will indemnify and defend Client, its Affiliates and each of their directors, officers, and employees from and against all successful third-party claims, demands, suits, causes of action, awards, judgments and liabilities, reasonable attorneys' fees and costs (collectively "**Claims**") based on the actual or alleged infringement or violation of the patent, copyright, license, trademark, trade name or other proprietary right of a third party by Consultant, its employees, agents or other person operating on its behalf (the foregoing shall not apply to the extent that (a) Consultant has created intellectual property according to specifications given to it by Client and such work is a subject of the Claim; (b) Client has modified deliverables and the deliverables as so modified are the subject of the Claim); (c) Client uses any deliverables in combination with software or hardware not provided by Consultant; or (d) any use of deliverables that would constitute a breach of this Agreement.
- B. **Indemnification Procedure.** With respect to the foregoing indemnities of the Parties, (i) the indemnified Party must promptly notify the indemnifying Party in writing of any



claim which may give rise to a claim for indemnification hereunder; (ii) the indemnifying Party must be allowed to control the defense and settlement or resolution of such claim; and (iii) the indemnified Party shall cooperate with all reasonable requests of the indemnifying Party (at the indemnified Party's expense) in defending or settling such claim. The indemnified Party will have the right, at its option and expense, to participate in the defense of any action, suit or proceeding relating to such a claim through counsel of its own choosing, at its own expense.

- C. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA OR OTHER PECUNIARY LOSS, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, PROVIDED THAT NOTHING IN THIS AGREEMENT WILL LIMIT CONSULTANT'S ABILITY TO COLLECT FEES OR EXPENSES SET FORTH IN A SOW OR ANY AMOUNTS EXPRESSLY SET FORTH IN THIS AGREEMENT. THE AGGREGATE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT IS LIMITED TO FEES PAID BY THE CLIENT TO CONSULTANT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO SUCH LIABILITY.

Notice Under 18 USC 1030 and Notice Regarding Criminal Charges. Client agrees to inform all proper parties and authorities [including any and all third parties who may be affected] as required in order to conduct Services and agrees not to file a complaint with legal or public authorities for the penetration testing. Furthermore, Client agrees to come to the aid of Consultant if the local police, sheriff, FBI, FTC, or other governmental agency should detain or question them in any manner during the course of Services being provided under this Agreement. The Client agrees to hold Consultant harmless from any civil or criminal liability or damage arising from the performance of Services under this Agreement including but not limited to claims for violations of property trespass, breaking and entering, privacy laws, and criminal computer laws including but not limited to 18 USC 1030.

Client understands that a breach of this provision or this Agreement may result in criminal charges being filed against Consultant and therefore agrees, if Client, directly or indirectly, fails to properly inform all necessary parties and authorities in violation of this section, Client will pay to Consultant \$25,000 for each one of Consultant's employees/contractors/agents that have criminal charges brought against them, as liquidated damages, plus all reasonable costs that Consultant incurs in providing a qualified legal defense, including, but not limited to all reasonable legal fees. Client and Consultant agree that this amount represents the best estimate of Consultant's expected actual losses and damages including, but not limited to, foregone business opportunities, loss of reputation and other incidental and consequential damages. Client acknowledges that this amount is not a penalty. This section survives the termination of this Agreement.

XI. TERMINATION

A. **Termination for Cause.**

Either Party may terminate the applicable SOW or this Agreement if the other Party:



- (i) commits a material breach of a SOW or this Agreement, which breach has not been cured after the breaching Party receives twenty (20) days' advance written notice with the specifics of the breach to be cured;
- (ii) appoints a receiver, liquidator, assignee, trustee, or similar official for itself or of any substantial part of the property of such Party or makes an assignment for the benefit of creditors, or takes corporate action in furtherance of any such action, or suspends or discontinues operations; or
- (iii) files under Title 11 of the United States Code or any other applicable Federal or State bankruptcy, insolvency or other similar law of a petition for relief, or the filing against such Party under Title 11 of the United States Code or any other applicable Federal or State bankruptcy, insolvency or other similar law of an involuntary petition which remains undismissed or unstayed for a period of thirty (30) consecutive days, or such Party consents to the filing of such a petition;
- (iv) assigns or attempts to assign this Agreement in contravention of the terms of this Agreement, then the other Party may, by giving written notice to such Party, terminate this Agreement, or any SOW, as of a date specified in the notice of termination.

B. **Termination for Convenience.** Client may terminate this Agreement or any particular SOW without regard to cause upon thirty (30) business days' prior written notice to Consultant. If Client terminates a SOW or this Agreement in accordance with the previous sentence, Client will pay Consultant all the fees set forth for the remaining duration of any terminated SOW that would have been owed to Consultant had Client not terminated the SOW or this Agreement.

C. **Effect of Termination.** If this Agreement expires or is terminated but one or more Statements of Work remain in effect and are not also terminated, this Agreement shall remain in effect with respect to each of those SOWs until the particular SOW expires or terminates in accordance with its terms.

D. **Other Termination Matters.**

Upon termination of this Agreement for any reason:

- (i) Consultant and Client will account to each other for all matters outstanding with respect to this Agreement and Consultant will deliver to Client a final accounting of all amounts Consultant claims is due hereunder within thirty (30) days of the termination hereof.
- (ii) Client shall, within thirty (30) days after delivery by Consultant of the final accounting of all amounts due to Consultant, pay to Consultant all amounts due.
- (iii) The termination of this Agreement and obligations set forth in this Section XI.D., will not affect the rights of any Party hereto with respect to any damages it has suffered as a result of any breach of this Agreement, nor will it affect the rights or obligations of any Party hereto, Consultant indemnity or Client indemnity with respect to liabilities or claims accrued, or arising out of events occurring, prior to the date of termination. Obligations of confidentiality and other obligations which by their nature would continue after termination will survive the expiration of or termination of this Agreement.



XII. GENERAL

- A. **Non-Solicitation of Employees and Contractors.** Neither Party will directly solicit for engagement, whether as an employee or contractor, any employee or contractor of the other Party during the term of the applicable SOW and for a period of twelve (12) months thereafter. If a Party breaches the previous sentence, the hiring Party will pay the other Party within thirty (30) days of the hiring date an amount equal to the person's annual compensation (including bonuses) at the time of his or her departure from the other Party. For the avoidance of doubt, the foregoing does not prohibit either Party from employing an individual who applies for a position in response to a posting, employment advertisement or other general solicitation of employment, whether such application is during the SOW term or thereafter.
- B. **Assignment.** This Agreement will be binding on the Parties hereto and their respective successors and assigns. Client may not assign this Agreement without the prior written consent of Consultant. Any assignment without such consent will be void and of no effect. Consultant may freely assign this Agreement.
- C. **Entire Agreement; Amendment.** This Agreement, including any SOWs (including addenda thereto) executed in accordance with this Agreement, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior agreements, whether written or oral, with respect to such subject matter. No modification, waiver, or discharge hereof will be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver or discharge is sought to be enforced.
- D. **Notice and Delivery.** Any notice or communication required or permitted under this Agreement (other than ordinary course communication related to the general performance of the Services and not matters requiring notice under this Agreement or a SOW) must be in writing. In the case of notice to Client, the notice shall be directed to the address set forth on the Client's purchase order or to such other address as may be provided to Consultant in writing. In the case of Consultant, such notice shall be directed to TrustedSec, LLC, 14780 Pearl Road, Suite 300, Strongsville, Ohio 44136, Attn: Christopher Boesch. Any notice provided under this section shall be deemed to have been received: (i) if given by hand, immediately; (ii) if given by mail, five (5) business days after sending; or (iii) if given by express courier services, the second business day following dispatch. Either Party may change its notice address under this Agreement by providing written notice to the other Party in accordance with these terms.
- E. **Governing Law; Venue; Jurisdiction.** This Agreement and performance under it will be governed by and construed in accordance with the laws of the State of Kentucky without regard to choice of law principles. Venue and jurisdiction for any action or claim arising out of or relating to this Agreement shall be in the state and federal courts located in Lexington, Kentucky. The Parties consent to the venue and jurisdiction of such courts and waive any objections to such venue and jurisdiction.
- F. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement between the Parties.



- G. **Headings.** Headings contained in this Agreement are for convenience only and are not part of this Agreement and do not in any way interpret, limit, or amplify the scope, extent, or intent of this Agreement or any of the provisions hereof.
- H. **Relationship of Parties.** Consultant, in furnishing the Services, is acting as an independent contractor. Neither Party is the agent of the other, or has any authority to represent the other in any matters, except as expressly authorized in this Agreement.
- I. **Severability.** The invalidity of any provision of this Agreement will not affect the validity and binding effect of any other provision and any invalid provision will be severed from this Agreement and the remainder of the Agreement will be enforced to the maximum extent permitted by applicable law and in keeping with the original intention of the Parties.
- J. **Cumulative Remedies; Waiver.** Except as otherwise expressly provided herein, all rights and remedies of the Parties are separate and cumulative. The waiver or failure of either Party to exercise in any respect any right or remedy provided herein will not be deemed a waiver of any further right or remedy hereunder.
- K. **Survival.** Any provision of this Agreement, which contemplates performance or observance subsequent to termination, or expiration of this Agreement will survive termination or expiration of this Agreement and continue in full force and effect.
- L. **Public Disclosures.** All media releases, public announcements and public disclosures by either Party relating to this Agreement or the subject matter of this Agreement, including promotional or marketing material, but not including announcements intended solely for internal distribution or disclosures to the extent required to meet legal or regulatory requirements beyond the reasonable control of the disclosing Party, will be coordinated with and approved by the other Party prior to release, which such Party may withhold in its sole discretion.
- M. **Service Marks and Trademarks.** Neither Party may, without the other's prior written consent, use the name, service marks or trademarks of the other Party. Any such consent will be deemed to be revocable, and will terminate upon termination or expiration of the Agreement.
- N. **No Third Party Beneficiaries.** This Agreement is entered into solely between, and may be enforced only by, Client and Consultant, and, except as provided in Article X ("Indemnities; Limitations on Liability"), this Agreement does not create any rights in third parties, including suppliers and clients of a Party, or to create any obligations of a Party to any such third parties.
- O. **Force Majeure.** No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, epidemics, pandemics, riots, civil disorders, political instability, work stoppages, strikes, lock-outs, embargoes or any other cause beyond the reasonable control of such Party; provided the non-performing Party is without fault in causing such default or delay.

[Signature Page Follows]



IN WITNESS WHEREOF, Client and Consultant have each caused this Agreement to be signed and delivered by its duly authorized officer, all as of the date first set forth above.

CLIENT

By: _____
Name: _____
Title: _____

CONSULTANT

TRUSTEDSEC, LLC
By: _____
Name: _____
Title: _____



TrustedSec Travel and Expense Policy

- A. **Air Travel.** TrustedSec will only reimburse for booking coach, non-refundable airfare for all flights under 3,300 miles in a single direction. TrustedSec consultants use business class when the combined flight connection exceeds 3,400 miles in a single direction. Advance purchase airfares (minimum 7-14 day advance notice) should be used whenever possible. Airline Ancillary Fees: Costs for preferred seating, priority boarding, or upgrades are not reimbursable without manager approval. Receipts for air travel are required, regardless of amount. Airport parking fees will be reimbursed with the submission of a paid receipt, regardless of the amount.
- (i) TrustedSec will reimburse for the first piece of luggage associated with business travel.
 - (ii) Additional pieces of luggage will only be reimbursed if traveling on a business trip that lasts longer than five (5) days with manager approval. If an airline delay necessitates an overnight stay, consultants must first attempt to secure complimentary lodging from the airline. TrustedSec will reimburse for taxi service to/from the airport with submission of paid receipts, regardless of the amount. TrustedSec will reimburse personal vehicle miles to/from the airport with submission of paid receipts, regardless of the amount.
- B. **Lodging.** Consultants are expected to book standard room accommodations at non-luxury/moderately priced hotels when traveling on behalf of TrustedSec and its clients. Lodging receipts or hotel folios are required, regardless of the amount and/or using a TrustedSec corporate credit card. Any incidental charges (e.g., room service, internet, laundry etc.) will not be reimbursed with the exception of international travel and travel lasting more than five (5) days. Upon approval by a manager, weekend hotel expenses will be reimbursed if the consultant chooses to stay in the location in lieu of returning home, when financially prudent.
- C. **Rental Car.** TrustedSec will reimburse for rental car expenses for up to intermediate/mid-size cars. If three (3) or more individuals are traveling together on behalf of TrustedSec, a full-size vehicle, SUV or mini-van may be booked. Rental cars are reimbursed for business days only and should be to/from the location services are performed. Receipts are required, regardless of the amount. Upon approval, weekend rental car expenses for personal use will be reimbursed if the consultant chooses to stay in the location in lieu of returning home when financially prudent. TrustedSec will reimburse actual gas expense for rental cars with a paid receipt, regardless of amount. Gas expense should be related to business miles driven and not miles driven for personal use. Rental cars should always be returned with a full tank of fuel to avoid fuel surcharges.
- D. **Additional Ground Travel Options.** Personal car mileage (other than to/from an airport) is reimbursed according to the U.S. GSA guidelines, at the then prevailing rate. Those guidelines can be found at the U.S. GSA website: <http://www.gsa.gov/portal/content/100715#>. The most economical mode of ground transportation should be used. Generally, subways, taxis, and hotel airport shuttle services are less expensive modes of transportation than a private car service. Most



hotels, especially near airport locations, have free or inexpensive shuttle service to/from the hotel.

- E. **Meals and Incidental Expenses.** Meals and incidental expenses will be reimbursed per U.S. GSA guidelines for the specific location. TrustedSec will only reimburse up to the GSA rate. Those guidelines can be found at the U.S. GSA website: <http://www.gsa.gov/portal/category/21287>. Receipts for meals are required regardless of amount. Expenses for alcoholic beverages are not reimbursable. Cellular phone use is considered a cost of doing business and will not be reimbursed unless it is international and with manager approval. Weekend meals and incidental expenses will be reimbursed if the consultant chooses to stay in the location in lieu of returning home when financially prudent.
- F. **Not Reimbursable.** The following expenses are not reimbursable under this policy:
- (i) Childcare costs
 - (ii) Airline club dues
 - (iii) Barber/hairstylist
 - (iv) Toiletries
 - (v) Traffic fines
 - (vi) Tips in excess of 22%
 - (vii) In-flight movies or refreshments
 - (viii) Hotel room movies and other forms of personal entertainment
 - (ix) Alcohol
 - (x) First class airfare
- G. **Invoicing & Receipts.** Receipts for all air travel, lodging expenses, and car rental are required at all times, regardless of the amount. A non-itemized credit card receipt or credit card statement does not provide the required charge breakdown. The actual itemized receipt is required. Receipts for travel and living expenses must be submitted within 10 days of the conclusion of the onsite portions of the engagement.

