# Master Service Agreement

This Master Service Agreement (“Agreement”) is made effective as of **February 12, 2025** (“Effective Date”), by and between **FutureSkills Solutions**, having its principal place of business at **23 Main St. Suite 1800, Chicago, IL 60606, USA** (“Company”), and **Hidden Continent Environmental**, an environmental sustainability consulting firm, with its principal place of business at **1100 Eco Boulevard, Portland, OR 97201, USA** (“Service Provider”). Company and Service Provider may be referred to individually as a “Party” and collectively as the “Parties.”

## 1. Services

Service Provider shall perform environmental impact assessments, carbon footprint reporting, green tech analysis, and sustainability strategy consulting (collectively, “Services”) for the Company, as described in one or more Statements of Work (“SOWs”) to be executed separately. Each SOW will outline the scope of work, deliverables, fees, and timelines for the services rendered.

## 2. Term

This Agreement shall commence on the Effective Date and continue in full force for **two (2) years**, expiring on **February 11, 2027**, unless terminated earlier as set forth in Section 3. The Agreement may be extended upon mutual written agreement for additional **one (1) year renewal terms**.

## 3. Termination

Either Party may terminate this Agreement:

* **For Cause**: With thirty (30) days’ prior written notice if the other Party materially breaches the Agreement and fails to cure within such notice period.
* **For Convenience**: With sixty (60) days’ prior written notice for any reason.

Obligations related to confidentiality, ownership of work product, and outstanding payments shall survive termination.

## 4. Compensation

Company shall pay Service Provider fees as defined in each SOW. A deposit of **$7,800** is due by **March 15, 2025**, applicable toward initial services. All invoices are due **net thirty (30) days** from receipt. Unpaid invoices may accrue interest at **1.5% per month**.

## 5. Service Levels and Performance Standards

5.1 **Service Delivery Commitment** Service Provider agrees to deliver Services with environmental industry best practices, scientific integrity, and accuracy, and to meet the performance benchmarks described below.

5.2 **Response and Resolution Times** Service Provider will adhere to the following support and communication timelines:

| **Priority Level** | **Definition** | **Response Time** | **Resolution Target** |
| --- | --- | --- | --- |
| Critical | Legal/regulatory deadline at risk | Within 4 hours | Within 1 business day |
| High | Time-sensitive project deadline | Within 1 business day | Within 2 business days |
| Medium | Clarification or non-urgent scope change | Within 2 business days | Within 5 business days |
| Low | General support inquiries | Within 3 business days | As agreed |

5.3 **Reporting & Quality Assurance** Service Provider will provide status updates and deliverable reviews biweekly. Company reserves the right to request a quarterly environmental performance scorecard to review key project metrics and impact projections.

5.4 **Service Credits** If Service Provider misses more than **two (2) critical response deadlines** or **fails to deliver final deliverables within seven (7) business days of a confirmed deadline**, Company may request a service credit of up to **10% of the impacted SOW fee**.

## 6. Confidentiality

The Parties shall maintain confidentiality of proprietary, sensitive, or environmental data, including all terms outlined in the **Green Tech NDA** (executed January 8, 2025). Confidential obligations shall remain in effect for **three (3) years** following termination of the Agreement.

## 7. Intellectual Property

Deliverables prepared for the Company under this Agreement shall be considered **work-for-hire** and owned by the Company. Pre-existing materials, frameworks, or tools of the Service Provider (e.g., from the **Carbon Footprint Analysis Guide**) shall remain the intellectual property of Service Provider, unless otherwise specified in the applicable SOW.

## 8. Sustainability Documentation

This Agreement shall govern and incorporate by reference any associated documents or SOWs, including but not limited to the **Sustainability Assessment Agreement** (executed February 1, 2025), and any supplemental guidelines such as the **Carbon Footprint Analysis Guide**.

## 9. Governing Law

This Agreement shall be governed and interpreted in accordance with the laws of the **State of Oregon**, without regard to conflicts of law provisions. The Parties agree to the exclusive jurisdiction of the courts located in **Multnomah County, Oregon**.

**For the Company:**

FutureSkills Solutions

23 Main St. Suite 1800

Chicago, IL 60606, USA

**For the Service Provider:**

Hidden Continent Environmental  
1100 Eco Boulevard  
Portland, OR 97201

## 10. Entire Agreement

This Agreement, together with referenced and attached SOWs, NDAs, and guides, constitutes the entire agreement between the Parties. No modification shall be effective unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

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**FutureSkills Solutions**

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**Hidden Continent Environmental**