# Master Service Agreement

This Master Service Agreement ("Agreement") is effective as of September 1, 2023 ("Effective Date"), by and between FutureSkills Solutions, a corporation incorporated under the laws of the United States of America, with its principal place of business located at 23 Main St. Suite 1800 Chicago, IL 60606 ("Company"), and Momentum Driver, a Delaware corporation with its principal place of business located at 5500 Enterprise Drive, Chicago, IL 60661 ("Service Provider").

## 1. Services

The Service Provider agrees to provide various retail services as specified and outlined in one or more Statements of Work ("SOW") to be executed by the parties. Each SOW shall be incorporated into this Agreement and shall specify the nature and scope of services, deliverables, timelines, and compensation, among other details. Service Provider shall perform the Services in compliance with applicable laws and best industry practices.

## 2. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for an initial term of two (2) years, ending on September 1, 2025, unless earlier terminated in accordance with this Agreement ("Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew for additional one-year terms, unless either party provides written notice of intent not to renew at least sixty (60) days prior to the expiration of the then-current term.

Termination for Cause: Either party may terminate this Agreement for cause, effective sixty (60) days after providing written notice of a material breach by the other party, if such breach is not cured within the notice period.

Termination for Convenience: Either party may terminate this Agreement for convenience upon providing one hundred twenty (120) days' written notice to the other party.

## 3. Payment Terms

The Company agrees to pay the Service Provider within ninety (90) days of receipt of a proper invoice, following the completion of Services, as outlined in the applicable SOW. Invoices must itemize services rendered and shall comply with any specific invoicing requirements detailed in the SOW.

## 4. Confidentiality

Each party acknowledges that it may have access to confidential and proprietary information of the other party. Both parties agree to maintain the confidentiality of such information and not to disclose it to any third party without the prior written consent of the disclosing party. The confidentiality obligation shall survive the termination or expiration of this Agreement for a period of five (5) years.

## 5. Assignment

Neither party may assign, delegate, or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except in connection with a merger, reorganization, or sale of substantially all assets where the assignment is to the surviving or successor entity, provided that such assignment is not made to a direct competitor of the non-assigning party and the assignee agrees in writing to assume all obligations under this Agreement.

**6. Non-Solicitation**

Each party agrees that, during the term of this Agreement and for a period of one (1) year following its termination or expiration, it will not, without the other party’s prior written consent, solicit for employment or engagement, or employ or engage, any individual who was an employee or contractor of the other party and who was directly involved in the performance of services under this Agreement. This restriction shall not apply to individuals who respond to general employment advertisements or job postings not specifically targeted at such employees or contractors.

## 7. Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, whether oral or written. This Agreement may be amended only in writing signed by both parties. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to its conflicts of law principles. Any disputes arising out of or in connection with this Agreement shall be resolved in the state or federal courts located in Pittsburgh, PA.

## Signatures

**Company**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Carla Brack

Title: CEO

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Service Provider**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Thomas Anderson

Title: CFO

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_