# Master Service Agreement

This Master Service Agreement (“Agreement”) is made effective as of **January 15, 2025** (“Effective Date”), by and between **FutureSkills Solutions**, a corporation with its principal place of business at **23 Main St. Suite 1800, Chicago, IL 60606, USA** (“Company”), and **Pathway Placers**, a workforce strategy and DEI consulting firm, with its principal place of business at **888 Corporate Square, Suite 300, Chicago, IL 60654, 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 provide workforce transformation consulting, employee engagement programming, DEI strategic planning, and recruitment workflow design services (“Services”) as described in one or more Statements of Work (“SOWs”) to be executed separately. Each SOW shall outline scope, deliverables, schedules, fees, and other project-specific terms.

## 2. Term

This Agreement will commence on the Effective Date and shall continue for a term of **three (3) years**, expiring on **January 14, 2028**, unless terminated earlier in accordance with Section 3. The Parties may mutually agree in writing to renew the Agreement for additional **one-year renewal terms**.

## 3. Termination

Either Party may terminate this Agreement:

* **For Cause**: With thirty (30) days written notice if the other Party materially breaches the Agreement and fails to cure within the notice period.
* **For Convenience**: With sixty (60) days written notice, without the need to provide cause.

Termination will not affect any rights or obligations accrued prior to termination. Confidentiality and intellectual property provisions shall survive termination.

## 4. Compensation

Company agrees to pay Service Provider as outlined in each SOW. A one-time deposit of **twelve thousand dollars ($12,000)** is due by **March 1, 2025**, applicable toward the first SOW. Invoices shall be payable **net thirty (30)** days. A late fee of **3% per month** will be applied to any unpaid balance past due.

## 5. Service Levels and Performance Standards

**5.1 Service Quality** Service Provider agrees to deliver all Services in a timely, professional, and competent manner, using personnel with appropriate expertise and qualifications.

**5.2 Response Time** The Service Provider will adhere to the following response time expectations for communications and issue resolution:

| **Priority Level** | **Description** | **Response Time** | **Resolution Target** |
| --- | --- | --- | --- |
| High | Time-sensitive deliverable or blocked milestone | Within 4 business hours | Within 1 business day |
| Medium | Non-blocking question or adjustment to scope | Within 1 business day | Within 3 business days |
| Low | General inquiries, updates, or enhancements | Within 2 business days | Within 5 business days |

**5.3 Meeting Cadence & Reviews** The Parties agree to hold **monthly progress check-ins** and conduct **quarterly business reviews (QBRs)** to evaluate progress, performance, and opportunities for improvement.

**5.4 Remedy for SLA Breach** If Service Provider fails to meet agreed service levels in two consecutive quarters, Company may withhold up to **10% of the affected SOW fee** until remediation is agreed and executed.

## 6. Confidentiality

The Parties agree to maintain the confidentiality of any proprietary or non-public information, including information covered under the **Employee Engagement Framework NDA** (executed December 10, 2024). Confidential obligations will remain in force for **two (2) years** following termination of the Agreement.

## 7. Intellectual Property

All deliverables created specifically for Company under this Agreement shall be considered **"Work Product"** and shall be the sole property of the Company. Pre-existing materials and methodologies owned by Service Provider shall remain their property but may be licensed to the Company for use under the applicable SOW.

## 8. Recruitment & DEI Documentation

This Agreement governs Services including, but not limited to, those outlined in the Recruitment Process Guide v4 and the DEI Strategic Planning SOW (executed February 5, 2025), which shall be incorporated by reference where relevant in SOWs.

**9. Non-Solicitation**

Neither party shall, during the term of this Agreement and for twelve (12) months thereafter, directly or indirectly solicit, recruit, or hire any employee, consultant, or contractor of the other party who was involved in the performance of this Agreement, without the prior written consent of the other party. This restriction shall not apply to responses to general solicitations or publicly advertised job postings not specifically directed toward the other party’s personnel.

## 10. Governing Law

This Agreement shall be governed by the laws of the State of Illinois, without regard to its conflict-of-law principles. The Parties agree to the exclusive jurisdiction of courts located in Cook County, Illinois.

**For the Company:**

FutureSkills Solutions

23 Main St. Suite 1800

Chicago, IL 60606, USA

**For the Service Provider:**

Pathway Placers  
888 Corporate Square, Suite 300  
Chicago, IL 60654

## 11. Entire Agreement

This Agreement, including all SOWs and referenced attachments, constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, written or oral. Amendments must be in writing and signed by authorized representatives of 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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**Pathway Placers**