# Master Service Agreement

This Master Service Agreement ("Agreement") is made effective as of November 10, 2024 ("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 Stellar Logical, having its principal place of business at 4200 Innovation Circle, Bellevue, WA 98004, USA ("Service Provider"). Individually referred to as a "Party" and collectively referred to as the "Parties."

## 1. Services

Service Provider agrees to provide healthcare management and consulting services (the "Services") to the Company as outlined in one or more Statements of Work ("SOW") to be separately executed by the Parties. Each SOW shall detail the specific services to be rendered, deliverables, timelines, and compensation terms related to such services.

## 2. Term

This Agreement shall commence on the Effective Date and shall continue for an initial term of four (4) years, ending on November 9, 2028 ("Initial Term"), unless terminated earlier in accordance with the provisions herein. The Agreement may be renewed for additional terms of one (1) year each ("Renewal Terms") upon mutual written agreement by the Parties, provided that either Party gives notice of its intent not to renew at least one hundred and twenty (120) days prior to the end of the Initial Term or any Renewal Term.

## 3. Termination

Either Party may terminate this Agreement for cause by providing at least thirty (30) days written notice to the other Party, specifying the cause for termination and allowing the breaching Party an opportunity to cure the breach within such notice period. Either Party may also terminate this Agreement for convenience by providing thirty (30) days written notice to the other Party.

## 4. Deposit and Payments

The Company shall pay the Service Provider a deposit of seventeen thousand five hundred seventy-six dollars ($17,576) ("Deposit Amount"). This Deposit Amount shall be due on or before May 5, 2025, and shall apply to initial services rendered. Payments for services shall be due within thirty (30) days from the date of the Service Provider's invoice. In the event of late payments, a late payment penalty of four percent (4%) of the overdue amount shall apply, in addition to interest at a rate of seven percent (7%) per annum.

## 5. Minimum Spend

The Company agrees to a minimum spend of service charges, due every ten (10) months throughout the term of this Agreement. The initial minimum spend amount shall be due on or before September 9, 2025, and subsequent payments shall be due at regular intervals as specified.

## 6. Assignment

Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, except in cases of mergers or asset sales where consent may be omitted provided, however, that such assignment does not result in assignment to a direct competitor.

## 7. Data Protection and Compliance

The Parties agree to comply with all applicable healthcare regulations and data protection laws, including the Health Insurance Portability and Accountability Act (HIPAA). The Service Provider shall implement adequate security measures to protect the confidentiality and integrity of any Protected Health Information ("PHI") shared in the course of service delivery.

**8. Non-Solicitation**

During the term of this Agreement and for a period of twelve (12) months thereafter, neither party shall, without the prior written consent of the other party, directly or indirectly solicit for employment or hire any employee or contractor of the other party who was involved in the performance of this Agreement. General solicitations not specifically targeted at such employees (e.g., job postings or advertisements) shall not be deemed a violation of this provision.

## 9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of law provisions. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Bellevue, WA USA.

## 10. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by registered or certified mail, return receipt requested, or by email with confirmation of receipt to the addresses set forth below or to such other address as either Party may specify in writing:

**For the Company:**

FutureSkills Solutions

23 Main St. Suite 1800

Chicago, IL 60606, USA

**For the Service Provider:**

Stellar Logical

4200 Innovation Circle

Bellevue, WA 98004, USA

## 11. Entire Agreement

This Agreement, including any SOWs and exhibits attached hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, representations, and warranties, both written and oral, between the Parties. Any modifications to this Agreement 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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**Stellar Logical**