# Master Service Agreement

This Master Service Agreement ("Agreement") is effective as of May 18, 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 Virtual Smart Products Inc., a Delaware corporation with its principal place of business located at 1100 Eco Boulevard, Portland, OR 97201 ("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 three (3) years, ending on May 18, 2026, 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 thirty (30) days prior to the expiration of the then-current term.

Termination for Cause: Either party may terminate this Agreement for cause, effective thirty (30) 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 sixty (60) 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 four (4) 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. 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.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, 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 Portland, OR.

## Signatures

**Company**

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

Name: Carla Brack

Title: CEO

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

**Service Provider**

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

Name: Evette Diyone

Title: CFO

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