

CONSULTING ENGAGEMENT AGREEMENT

Parties. This agreement, executed on the 15th day of March, 2023, confirms the engagement by Massachusetts General Brigham Incorporated ("Client") of Reliant Labor Consultants, Inc. ("Reliant") to provide certain strategic employment relations and communications advice to Client and Jackson Lewis, PC as set forth below.

1. Scope of Services.

At the request of Client by and through JL described herein, Reliant shall perform the following services for Client:

- a. Provide advice to JL and Client concerning, develop and assist in the execution of a comprehensive communications plan in connection with labor management and workforce relations.
- b. Collaborate and provide assistance to JL, Client and such other consultants as JL and Client direct;
- c. Other related services as requested orally or in writing by JL and/or Client;
- d. Timely provide information to JL/Client regarding the specific services rendered under this Agreement.

All such services shall be assigned to Reliant only by JL or the designated Officers of Client, and unless modified by amendment to this agreement, all such services shall be performed by Eric Vanetti.

2. Compensation.

- a. As compensation for these services, Reliant shall bill as follows:
 - i. \$400 per hour
 - ii. Travel days shall be billed at \$750 per trip (waived if on site consulting is provided on the same day)
- b. Billable services commence on March 15, 2023. Invoices showing detail of services time spent and personal shall be sent to JL (Silvestri) for initial review and approval and to Client for final review and approval.
- c. Out-of-pocket expenses (travel, research costs, etc.) will be billed at cost as those costs are incurred pursuant to MGB's OGC Guidelines for Outside Counsel (attached). Jackson Lewis P.C. agrees that it is fully responsible for the accuracy of any of its information that it may supply to Reputation Partners for this project. Client shall pay all invoices via wire transfer within 45 days of receipt.

After review and approval by JL, invoices should be submitted electronically to Client through its Legal Tracker electronic billing system and pursuant to MGB's OGC Guidelines for Outside Counsel.

3. Content.

All content produced by Reliant pursuant to this Agreement shall be owned by Client.

4. Miscellaneous.

a. Reliant represents and warrants that its actions, rendering of services and work product in accordance with this Agreement shall comply with all applicable laws, rules and regulations.

b. Reliant's work hereunder will be performed in a professional manner with skill and diligence.

c. Reliant further represents and warrants that neither it nor any of its directors, officers, employees, principals or agents are debarred, suspended, proposed for debarment, declared ineligible or excluded by any Federal or State department or agency from doing business with the Federal Government or a State Government.

d. The parties understand agree that no officer, employee, agent, contractor or subcontractor of Reliant shall be considered an employee of Mass General Brigham and shall not be entitled to compensation or benefits of any kind from Client as an employee.

5. Confidentiality

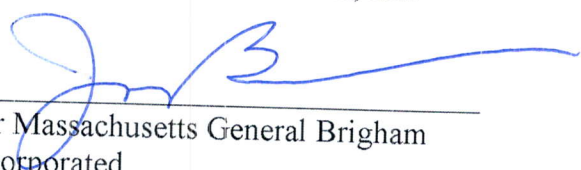
The parties mutually agree that all aspects of this Agreement and any subsequent communications shall be kept in strict confidence between the parties except as required by law. Furthermore, Reliant states that it shall not release, share, or disseminate any information in regard to this Agreement or any confidential information or documents obtained, reviewed or used in the course of Reliant's work on this engagement, including confidential information regarding the operations, trade secrets or business dealings of Client or JL. Reliant understands and agrees that it will not have any access to protected health information (PHI) through this engagement and to the extent there has been any inadvertent access to PHI will immediately disclose such access to Client and cooperate fully with any subsequent remedial action. The terms of this paragraph shall survive termination and/or the expiration of this engagement.

6. Termination of Services and this Agreement


This Agreement may be terminated by either Party at any time provided that the party requesting termination immediately gives written notice of the request for termination to all parties signed to this Agreement.

Agreed this 15th day of March, 2023

For Reliant Labor Consultants, Inc.



For Massachusetts General Brigham
Incorporated



Stephen M. Silvestri
Jackson Lewis, P.C.

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("NDA") is by and between Jackson Lewis, PC ("JL") acting on behalf and for the benefit of Massachusetts General Brigham Incorporated ("MGB") and Reliant Labor Consultants, Inc. ("Reliant") (collectively, the "Parties")

Whereas, MGB has engaged Reliant to perform advisory services to JL as JL provides legal advice to MGB in connection with a certain activities by the Committee on Interns and Residents, and

Whereas, in the course of providing those services Reliant has requested and requires access to certain MGB Personnel Information developed by JL; and

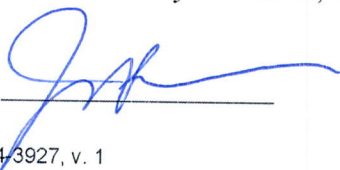
Whereas, the Parties recognize that such information must be kept confidential and not disclosed to any third parties or used in any way or manner not directed by JL.

Now Therefore for good and valuable consideration, the Parties agree as follows:

1. As defined herein, the term "Personnel Information" means any information whether transmitted orally, by document or electronically containing any information about any employee of MGB including but not limited to JL's legal advice and JL's analysis of such information as well as spreadsheets or compendiums and summaries containing any such information. Personnel Information does not include information available to the public through no fault of Reliant.
2. Reliant shall keep all Personnel Information confidential and shall not disclose any such information to any third parties whatsoever. Reliant shall cause its consultant Eric Vanetti to be bound by and comply with Reliant's obligations in this Agreement
3. If Reliant receives a validly issued and served subpoena requesting any Personnel Information or JL's analysis of such or communications between JL and Reliant and/or MGB regarding such information or any services performed by Reliant, it shall notify Stephen M. Silvestri, Esq. of JL by e mail at Stephen.silvestri@jacksonlewis.com within 24 hours of service so that JL or MGB may assert any applicable claim of privilege or privacy to prevent disclosure. Reliant shall await discussion with JL Or MGB on the subpoena before responding.
4. At the conclusion of or upon termination of services performed, Reliant shall return all Personnel Information and any Reliant analysis containing such information to MGB or JL or certify to MGB or JL in writing that all such information and analysis has been destroyed.
5. MGB shall be an intended third party beneficiary to this Agreement.

Agreed this 14th Day of March, 2023:

Reliant



Jackson Lewis P.C. _____