

MASTER SERVICES AGREEMENT - FLEXWORK STAFFING

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of November 5, 2023 ("Effective Date"), by and between:

Acme Corp, a Delaware corporation with its principal place of business at 123 Innovation Drive, Future City, DE 19901 ("Buyer"),

and

FlexWork Staffing, a Nevada corporation with its principal place of business at 456 Opportunity Lane, Las Vegas, NV 89101 ("Vendor").

Buyer and Vendor may be referred to individually as a "Party" and collectively as the "Parties."

1. RECITALS

WHEREAS, Vendor is in the business of providing professional staffing services, including but not limited to temporary and contract personnel;

WHEREAS, Buyer desires to engage Vendor to provide such staffing services from time to time on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

2. DEFINITIONS

2.1. "Agreement" means this Master Services Agreement, including all Schedules, Exhibits, and any Statements of Work executed hereunder.

2.2. "Confidential Information" has the meaning set forth in Section 7.

2.3. "Deliverables" means any work product, materials, or other items to be created or delivered by Vendor Personnel to Buyer as specified in an SOW.

2.4. "Services" means the professional staffing services to be provided by Vendor to Buyer as more fully described in one or more Statements of Work.

2.5. "Statement of Work" or "SOW" means a written document, mutually executed by the Parties, that describes the specific Services to be performed, the personnel to be provided, fees, and any other project-specific terms. Each SOW shall be governed by the terms of this Agreement.

2.6. "Vendor Personnel" means the employees, contractors, or agents of Vendor assigned to perform the Services under an SOW.

3. SCOPE OF SERVICES

3.1. Statements of Work. Vendor shall provide Services to Buyer as described in SOWs that are executed by both Parties from time to time. Each SOW will incorporate the terms and conditions of this Agreement. In the event of a conflict between the terms of this Agreement and an SOW, the terms of this Agreement shall prevail unless the SOW expressly states its intent to supersede a specific provision of this Agreement.

3.2. Performance. Vendor shall be responsible for the performance of Vendor Personnel and shall ensure they have the necessary skills, qualifications, and experience to perform the Services as required by the applicable SOW.

4. FEES AND PAYMENT

4.1. Fees. Buyer shall pay Vendor the fees for the Services as set forth in the applicable SOW ("Fees").

4.2. Invoicing. Vendor shall submit invoices to Buyer on a monthly basis, or as otherwise specified in the SOW. Each invoice shall reference the applicable SOW and provide a detailed breakdown of the charges.

4.3. Payment Terms. Buyer shall pay all undisputed invoices within thirty (30) days of the invoice date. Payments shall be made in U.S. Dollars.

4.4. Late Payments. Any undisputed amounts not paid when due will be subject to a late fee of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less.

4.5. Taxes. Buyer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Buyer hereunder; provided, that, in no event shall Buyer pay or be responsible for any taxes imposed on, or with respect to, Vendor's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. TERM AND TERMINATION

5.1. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of two (2) years (the "Initial Term").

5.2. Auto-Renewal. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"), unless either Party provides written notice of its intent not to renew at least sixty (60) days prior to the end of the then-current term.

5.3. Termination for Cause. Either Party may terminate this Agreement or any SOW upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice detailing the breach.

5.4. Termination for Convenience. Buyer may terminate this Agreement or any SOW for any reason upon thirty (30) days' prior written notice to Vendor. In such event, Buyer shall pay Vendor for all Services performed and expenses incurred up to the effective date of termination.

5.5. Effect of Termination. Upon termination or expiration of this Agreement, each Party shall promptly return or destroy all Confidential Information of the other Party in its possession. Termination of this Agreement shall not affect the rights and obligations of the Parties that accrued prior to the effective date of termination.

6. CONFIDENTIALITY

6.1. Definition. "Confidential Information" means any non-public information disclosed by one Party to the other, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. It does not include information that (a) is or becomes publicly known through no wrongful act of the receiving Party; (b) was in the receiving Party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the receiving Party.

6.2. Obligations. Each Party agrees to use the other Party's Confidential Information solely for the purpose of performing its obligations under this Agreement and not to disclose such information to any third party without the prior written consent of the disclosing Party, except to its employees, agents, or contractors who have a need to know and who are bound by confidentiality obligations at least as restrictive as those contained herein.

7. INTELLECTUAL PROPERTY

7.1. Ownership. Buyer shall be the sole and exclusive owner of all right, title, and interest in and to all Deliverables created by Vendor Personnel for Buyer in the course of performing the Services under this Agreement. All such Deliverables shall be deemed "works made for hire" to the greatest extent permitted by law.

7.2. Assignment. To the extent that any Deliverables do not qualify as a "work made for hire," Vendor hereby assigns, and shall cause its Vendor Personnel to assign, to Buyer all right, title, and interest in and to such Deliverables.

8. INDEMNIFICATION

8.1. Indemnification by Vendor. Vendor shall indemnify, defend, and hold harmless Buyer, its affiliates, and their respective officers, directors, employees, and agents from and against any and all third-party claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) ("Claims") arising out of or relating to: (a) the negligence or willful misconduct of Vendor or Vendor Personnel; or (b) Vendor's material breach of this Agreement.

8.2. Indemnification by Buyer. Buyer shall indemnify, defend, and hold harmless Vendor, its affiliates, and their respective officers, directors, employees, and agents from and against any and all Claims arising out of or relating to: (a) the negligence or willful misconduct of Buyer; or (b) Buyer's material breach of this Agreement.

8.3. Procedure. The indemnified Party shall provide the indemnifying Party with prompt written notice of any Claim, grant the indemnifying Party sole control of the defense and

settlement of the Claim, and provide reasonable assistance in connection therewith.

8.4. Cap. The total liability of an indemnifying Party under this Section 8 with respect to any Claim shall not exceed the total fees paid or payable by Buyer to Vendor under this Agreement in the twelve (12) months immediately preceding the event giving rise to the Claim.

9. WARRANTIES

9.1. Service Warranty. Vendor warrants that the Services will be performed in a professional and workmanlike manner, consistent with generally accepted industry standards. This warranty shall be in effect for a period of one (1) year from the completion of the applicable Services under an SOW.

9.2. Remedy. In the event of a breach of the warranty in Section 9.1, Vendor's sole and exclusive obligation and Buyer's sole and exclusive remedy shall be for Vendor, at its own expense, to (a) re-perform the deficient Services to conform to the warranty, or (b) if re-performance is not commercially practicable, to refund to Buyer the Fees paid for the specific deficient Services.

9.3. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, VENDOR MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. LIMITATION OF LIABILITY

10.1. Exclusion of Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. Liability Cap. EXCEPT FOR OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION) AND BREACHES OF SECTION 6 (CONFIDENTIALITY), EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY BUYER TO VENDOR IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. INSURANCE

Vendor shall, at its own expense, maintain in full force and effect during the term of this Agreement the following insurance coverages: (a) Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. (b) Workers' Compensation insurance in amounts required by applicable law. (c) Professional Liability (Errors & Omissions) insurance with limits of not less than \$1,000,000 per claim. Upon request, Vendor shall provide Buyer with certificates of insurance evidencing such coverage.

12. GENERAL PROVISIONS

12.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

12.2. Dispute Resolution. The Parties agree to first attempt to resolve any dispute arising out of this Agreement through good faith negotiations. If the dispute cannot be resolved within thirty (30) days, the Parties agree to submit to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware.

12.3. Notices. All notices under this Agreement shall be in writing and sent to the addresses of the Parties set forth above or to such other address as may be designated in writing.

12.4. Force Majeure. Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, or natural disaster.

12.5. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

12.6. Entire Agreement. This Agreement, together with all SOWs, constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter.

12.7. Amendment and Waiver. No amendment to this Agreement shall be effective unless it is in writing and signed by both Parties. No waiver of any provision shall be effective unless in writing.

12.8. Independent Contractor. The relationship of the Parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties.

13. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ACME CORP

By: _____ Name: Title:

FLEXWORK STAFFING

By: _____ Name: Title:

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Warranty Status: STANDARD Special Notes: None ---