

MASTER SERVICE AGREEMENT

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THIS MASTER SERVICE AGREEMENT (“Agreement”) is made as of <Date> (the “Effective Date”) by and between Tasman Group Limited dba Nordic Global, located at 167-169 Great Portland Street, 5th Floor, London, United Kingdom, W1W 5PF (“Consultant”); and <Client>, with principal offices at <Address> (“Client”). Consultant and Client may be referred to throughout this Agreement in the singular as “party” and collectively as “parties.”

WHEREAS, Client is providing services supported by various information technology systems and Client needs a qualified consultant to provide consulting, advisory, cybersecurity and other potential business process outsourcing services.

WHEREAS, Consultant is a corporation which provides qualified consultants with training and experience in healthcare operations and associated technology matters.

WHEREAS, Client desires to retain Consultant and Consultant desires to be engaged by Client to provide certain services pursuant to the terms and conditions of this Agreement.

NOW, Consultant and Client, each intending to be legally bound, and in consideration of the mutual agreements made in this Agreement, expressly agree as follows.

ARTICLE I. CONSULTANT'S SERVICES

- Services.** Consultant shall, on its own or through its affiliated entity, perform services (the “Work”) pursuant to this Agreement and as set forth in the statement of work jointly developed and agreed to in writing by the parties (“Statement of Work”), in accordance with the schedule and pursuant to the specifications contained in such Statement of Work, which is attached as Exhibit A-1 hereto and incorporated by reference. Each Subsequent Statement of Work shall be attached as an Exhibit starting with Exhibit A-2 and continuing in consecutive numbers. If there is a conflict between the terms of the Statement of Work and the terms of this Agreement, the terms of the Statement of Work shall control. The parties understand there may be additions, deletions or other changes which may affect the terms for the Work. Consultant and Client shall work together to make necessary changes to the Statement of Work. The Work for Client may include, but shall not be limited

to, services broadly defined as consulting, advisory, cybersecurity and implementation services, technical services, training, education, development of course content and materials, delivery methods, training evaluation strategies, instructional design, systems analyses, computer programming, marketing, software maintenance, other business process outsourcing services and/or other related services applicable to Client's healthcare operations, such services being more specifically defined in written Statements of Work to be entered into between Client and Consultant during the term of this Agreement.

2. **Statement of Work Format.** The Statement of Work will at a minimum include the following: (A) identify the name and contact information for each party's project leader; (B) provide a summary of the services to be performed; (C) define the term of the engagement; (D) identify any Client obligations not already identified in this Agreement; (E) specify pricing terms; and (F) signature lines for duly authorized representatives from Client and Consultant.
3. **Service Levels.** For Work with service levels, Consultant will perform the Work so as to meet the service levels set out in the applicable Statement of Work. If the Work provided pursuant to the applicable Statement of Work is changed, modified or enhanced, the parties will review the service levels then in effect and will in good faith determine whether such service levels should be adjusted and whether other service levels should be implemented.
4. **Security.** During the term of this Agreement, Consultant shall maintain a formal security program that is designed to: (A) ensure the security and integrity of electronic data or information provided by Client ("Client Data") on Consultant's systems; (B) protect against threats or hazards to the security or integrity of Client Data on Consultant's systems; and (C) prevent unauthorized access to Client Data on Consultant's systems. If either party becomes aware of unauthorized use of, loss of, access to or disclosure of Client Data (a "Security Breach"), such party must promptly notify the other party of the Security Breach. Additionally, each party will reasonably assist the other party in mitigating any potential damage. Except to the extent prohibited by applicable law, each party shall provide the other party with reasonable advance notice of and the opportunity to comment on and approve the content of all notices, filings, communications, press releases or reports about the Security Breach.
5. **Cybersecurity Services.** Client acknowledges that although Consultant agrees to comply with the provisions of Article I.4 with respect to Consultant's system, in Consultant's provision of cybersecurity services under a Statement of Work, Client retains responsibility for: (A) determining, at the time of the entering into of the Statement of Work and thereafter from time to time during the continuance of the Statement of Work, Client's security requirements, infrastructure, landscape, policies, and protocols ("Client Security Requirements") and ensuring that the Client Security Requirements comply with all applicable laws, meet Client's business requirements, and comply with Client's applicable internal guidelines, long-term goals, any third-party agreements; and (B) communicating the Client Security Requirements to Consultant and determining that the level of cybersecurity services purchased by Client and provided by Consultant under the applicable Statement of Work will enable Client to meet the Client Security Requirements. Consultant shall not be responsible or liable for any Security Breach in its provision of cybersecurity services under any Statement of Work except to the extent that Consultant breaches its obligations to provide such cybersecurity services under this Agreement and such breach by Consultant is the cause of the Security Breach; and in such an event, Consultant's liability shall be subject to Articles VII.5.A and VII.5.C. To be clear, if Consultant complies with its obligations to provide cybersecurity services under a Statement of Work and a Security Breach nevertheless occurs, Consultant has no liability for the Security Breach as no service provider, including Consultant, can guaranty that no Security Breach will occur.

ARTICLE II. TERM OF AGREEMENT

The term of this Agreement shall remain in effect for a period of one (1) year, and shall automatically renew thereafter for successive one (1) year terms, commencing on the Effective Date, unless otherwise terminated in accordance with Article IV below. Additionally, the term of this Agreement shall extend and renew for so long as any Statements of Work remain in effect, with respect to such Statements of Work that remain in effect.

ARTICLE III. FEES AND PAYMENT

1. Fees and Expenses.

- A. Client shall pay Consultant professional fees in accordance with each Statement of Work. Client will reimburse Consultant for all expenses incurred in performance of services hereunder. Client will pay the undisputed portion of an invoice within thirty (30) calendar days of receipt of Consultant's invoice or as otherwise agreed to in a Statement of Work.
- B. Professional fees specified in a Statement of Work will not be increased during the term of the applicable Statement of Work unless (i) the duration of the services extends beyond twelve (12) months, at which point the fees may be subject to the Cost of Living Adjustment described in Article III.1.CC below and/or (ii) Client and Consultant execute a written amendment to the Statement of Work. For purposes of clarification of this Article III, the twelve-month period shall be counted from the start date of a Client's engagement, as indicated in Exhibit A-1, and shall continue during scheduled time-off or during other interruptions into subsequent Statements of Work.
- C. Professional fees may be automatically increased by five percent (5%) every twelve (12) months ("Cost of Living Adjustment"). Consultant will provide a notice of such increase to Client. For purposes of clarification, only one Cost of Living Adjustment shall be permissible within any twelve (12)-month period.
- D. Client's payment for services, rendered in good faith by Consultant, and for any related expenses, shall constitute conclusive evidence of the agreement to perform such services by Consultant and a promise to pay for such services and related expenses by Client, in the absence of a fully-executed Statement of Work.

2. Taxes and Assessments.

Client shall be responsible for all taxes, and other assessments other than taxes based on the income of Consultant, unless the Client is exempt from such taxes. If Client claims exemption from any taxes resulting from this Agreement, Client will provide Consultant with documentation, as applicable and available, required by the taxing authority to support an exemption.

3. Disputed Fees.

As further specified in this Article III.3, Client may withhold payment of particular fees that Client reasonably and in good faith disputes ("Disputed Amounts"). Any amounts (or portions thereof) not so disputed will be paid by the applicable payment due date. Client will notify Consultant in writing on or before the payment due date of any Disputed Amounts for which Client intends to withhold payment and describe, in reasonable detail, the reason for such withholding. Client and Consultant will diligently pursue an expedited resolution of such dispute. If the parties are unable to resolve such dispute before the payment due date of the invoice, Client shall be entitled to withhold in aggregate the lesser of (A) Disputed Amounts or (B) a sum equal to two twelfths of the average fees paid or payable during the previous twelve months (i.e., two (2) months of annual fees) (the "Agreed Threshold"). Client shall not be entitled to withhold, and shall continue to pay Consultant, under protest as applicable, all fees in excess of the Agreed Threshold (whether or not they are Disputed Amounts). Upon resolution of the dispute, any amounts owed to Consultant (or overpayments made by Client) shall be paid with interest at a rate of three (3) points over the US "Prime Rate," as published in the

“Money Rates” table in *The Wall Street Journal* from time to time, accruing from the date such amounts were originally due (or paid) until paid (or refunded).

ARTICLE IV. TERMINATION

1. This Agreement may be terminated upon the occurrence of any of the following events:
 - A. By mutual written agreement of the parties;
 - B. By Consultant, upon five (5) business days' written notice, if Client fails to pay the Fees due to Consultant pursuant to Article III and that are not in dispute or are in excess of the Agreed Threshold; provided that Consultant first provides Client with at least five (5) business days' prior notice of the late payment and an additional five (5) business days to pay the Fees not in dispute or in excess of the Agreed Threshold;
 - C. By either party for any material breach of this Agreement, other than failure to make payments under Article III of this Agreement, that is not cured within thirty (30) calendar days of receipt by the party in default of a notice specifying the breach and requiring its cure or within such additional period, if any, as may be reasonably required to cure such default if it is of such a nature that it cannot be cured within such thirty (30) calendar day period; or
 - D. By a party, effective immediately upon written notice if (i) there is a breach of confidentiality, including patient confidentiality by the other party, (ii) all or a substantial portion of the assets of the other party are transferred to an assignee for the benefit of creditors, to a receiver, or to a trustee in bankruptcy, (iii) a proceeding is commenced by or against the other party for relief under the bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) calendar days, or (d) the other party is adjudged bankrupt.
2. Consultant agrees that upon termination of this Agreement as set forth above, and upon Client's request, Consultant will return to Client any and all materials supplied to Consultant by the Client or any materials containing Client's confidential information.
3. Upon termination, the Client will pay for all Work performed and expenses incurred by Consultant through the date of such termination.

ARTICLE V. INDEPENDENT CONTRACTOR

1. Consultant is an independent contractor for the Client. Nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency, or joint venture, as granting a franchise, or as a limitation upon the parties' discretion to terminate this Agreement pursuant to Article IV hereof. Consultant agrees to be responsible for all of Consultant's federal and state taxes, withholding, social security, insurance, and other benefits.
2. The parties agree that any Consultant personnel shall be employees, agents, or contractors of Consultant and not of the Client or its subsidiaries for all purposes, including, without limitation, workers' compensation, taxes, compensation and employee benefits.
3. Neither the Consultant nor its personnel shall have any claim against Client for any incidents of employment, including, but not limited to, salary, vacation pay, sick leave, retirement benefits, social security contributions, workers' compensation payments, disability benefits, unemployment insurance benefits, or other employee benefits of any kind.

ARTICLE VI.CONFIDENTIALITY

1. **Confidential Information.** Both Consultant and the Client acknowledge that certain information that each may receive from the other, including (without limitation) any pre-existing forms, questionnaires, tables and other tools, not incorporated into or made part of the Work, that Consultant uses in gathering information from the Client; information concerning the business, services, products, customers, or finances of either party; and any other confidential or proprietary information the disclosure of which might harm or destroy a competitive advantage of the disclosing party (collectively, “Confidential Information”), is confidential and proprietary to the disclosing party. The receiving party shall not, directly or indirectly, disclose to any party other than its employees, affiliated companies, and authorized agents or contractors with a legitimate need to know and who are bound by similar non-disclosure obligations (and even then only to such extent as is necessary and essential to complete the Work), any Confidential Information whether or not in writing and whether or not designated as confidential, without the prior written permission of the disclosing party. Each receiving party shall be primarily liable for any breaches of the obligations arising under this Article VI by its personnel and shall ensure that its personnel performing the Work under any Statement of Work or having access to Confidential Information shall take all reasonable measures to avoid disclosures, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own proprietary and confidential information.

The obligations of Consultant and the Client under this Article VI.1 shall not extend to any information which the receiving party can show through documented evidence: (A) becomes publicly available other than through the action of the receiving party; (B) is subsequently rightfully furnished to the receiving party by a third party without restriction on disclosure; or (C) is rightfully known by the receiving party at the time of receiving such information. Notwithstanding the foregoing, if any Confidential Information is supplied to Consultant by a third party having a legal right to disclose it, then Consultant shall have the right to use that portion of the Confidential Information so disclosed only in connection with work done for that third party.

2. **Disclosure Requests.** In the event that the receiving party receives a request to disclose all or any part of any Confidential Information under the terms of a subpoena or other order issued by a court of competent jurisdiction or by another governmental agency, such party shall: (A) promptly notify the disclosing party of the existence, terms and circumstances surrounding such a request; (B) consult with the disclosing party on the advisability of taking steps to resist or narrow such request; (C) if disclosure of such Confidential Information is required, furnish only such portion of the Confidential Information as the receiving party is advised by counsel is legally required to be disclosed; and (D) cooperate with the disclosing party, at the disclosing party’s expense, in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information that is required to be disclosed.
3. **Client Input.** Consultant shall have a royalty-free, non-exclusive, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use any suggestions, enhancement requests, recommendations or other feedback provided by Client relating to the Work (“Client Input”). Consultant shall have no obligation to use Client Input. Client shall have no obligation to provide Client Input.
4. **Residual Knowledge.** Subject to Consultant’s obligations under this Article VI hereof, nothing in this Agreement will preclude Consultant from acquiring, marketing, developing, distributing, licensing or using for itself or others, services, products or technology that are the same as or similar to those provided to Client by Consultant pursuant to this Agreement. Furthermore, each party is otherwise free to use the general knowledge, skills and experience and any ideas, concepts, techniques and know-how retained in the unaided memories of those involved in performance or receipt of the Work.

ARTICLE VII. WARRANTIES, INDEMNIFICATION AND LIMITATION ON LIABILITY

1. Warranties.

- A. Consultant warrants as of the Effective Date that Consultant is a corporation or other entity duly organized, validly existing and in good standing under the laws of the state of incorporation or other filing.
- B. Consultant warrants as of the Effective Date that, to Consultant's knowledge, there is no claim, litigation or proceeding pending or threatened with respect to the Work, to the extent created by Consultant, or any component thereof alleging infringement or misappropriation of any patent, trademark, trade secret, or other proprietary information of any person.
- C. Consultant warrants as of the Effective Date that to the best of Consultant's knowledge, the execution and performance of this Agreement does not constitute a material breach or default under any contract, instrument or agreement to which Consultant is a party or by which it is bound and will not materially violate or interfere with the rights of any other party.
- D. Consultant warrants that it will use reasonable efforts to perform the services and that the Work will be in conformity in all material respects with the specifications outlined in the applicable Statement of Work for ninety (90) days after that Work is delivered. In the event of Consultant's breach of the foregoing warranty, Consultant shall use reasonable efforts to cure such breach; *provided, that* if Consultant cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement. Such cure shall be Consultant's sole and exclusive obligation and liability.

2. No Warranty.

No warranty by Consultant is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of this Agreement or Statement of Work.

3. Indemnification.

- A. Consultant agrees to indemnify, defend and hold harmless Client and its subsidiary and affiliated companies, agents, officers, directors, employees, and representatives (the "Client Indemnified Parties") from and against any and all damages, loss, costs, expenses, liability, claims or demands (including without limitation, reasonable attorney's fees and court costs) which may arise out of third party claims to the extent based on (i) allegations that the acts or omissions of Consultant in performing the Work provided hereunder or, any software resulting therefrom or the use (without modification) of any such software by Consultant, infringes any U.S. patent, copyright, or trademark of any person; or (ii) bodily injury to, or death of, any person whatsoever or damage to tangible personal property of any kind by whomever owned, to the extent caused by Consultant's negligent acts or omissions.
- B. Consultant shall not be required to indemnify the Client Indemnified Parties to the extent a claim arises out of: (i) modification of the Work or software by Client; (ii) use of the Work or software in a manner inconsistent with the applicable specifications; (iii) use of the Work or software in combination with any other product or service not provided or required by Consultant except to the extent (a) the other product or service is identified in the applicable specifications, contemplated as of the Effective Date, or otherwise mutually agreed by the parties in writing in an amendment to this Agreement or (b) Consultant knew that the combination was substantially likely to result in a claim and did not notify Client; or (c) use of the Work or software in a manner not otherwise contemplated or permitted by this Agreement or the specifications therefor.

- C. If a claim subject to infringement indemnification has been made, Consultant will have the right to, at Consultant's option, either: (i) obtain for Client the right to continue using the work product or (ii) replace or modify the work product so that such work product becomes non-infringing without diminishing the functionality of the work product. If none of the alternatives are available to Consultant on commercially reasonable terms, then Client and Consultant may negotiate a pro-rata refund of the sums paid to Consultant for that work product.
- D. Client agrees to indemnify, defend, and hold harmless Consultant and its subsidiary and affiliated companies, agents, officers, directors, employees and representatives from and against those claims, suits, costs, expenses, damages, or losses incurred by Consultant, to the extent that such damages, costs or losses are caused by the negligent acts or willful misconduct of Client or its agents, contractors, officers, directors, or employees.
- E. The parties' obligation to indemnify each other shall survive the expiration or termination of this Agreement by either party for any reason. This agreement to indemnify, defend, and hold harmless shall not extend to any suits, claims, damages, or losses caused by the acts, omissions, or conduct of the indemnified party.

4. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, TITLE AND NON-INFRINGEMENT.

5. Limitation of Liability.

- A. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY WHATSOEVER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ENSUING FROM THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, EVEN IF HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- B. EXCEPT AS SET FORTH IN ARTICLE VII.5.C AND ARTICLE VII.5.D, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN THE AGGREGATE UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES IN EXCESS OF THE AMOUNT PAID OR OWED TO CONSULTANT BY CLIENT UNDER THE STATEMENT OF WORK UNDER WHICH THE LIABILITY AROSE DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE FIRST CLAIM FOR WHICH THE APPLICABLE PARTY IS LIABLE (THE "GENERAL CAP").
- C. NOTWITHSTANDING THE PROVISIONS OF ARTICLE VII.5.B AND EXCEPT AS SET FORTH IN ARTICLE VII.5.D, CONSULTANT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ITS BREACH OF ITS SECURITY AND/OR CONFIDENTIALITY OBLIGATIONS UNDER ARTICLES I.4, I.5 AND VI, AS WELL AS ANY DATA PROCESSING AGREEMENT SHALL NOT IN ANY EVENT EXCEED THE AMOUNT PAID OR OWED TO CONSULTANT BY CLIENT UNDER THE SPECIFIC STATEMENT OF WORK UNDER WHICH THE LIABILITY AROSE DURING EIGHTEEN (18) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE FIRST CLAIM FOR WHICH CONSULTANT IS LIABLE (THE "ENHANCED CAP"). THE GENERAL CAP AND THE ENHANCED CAP ARE NOT SEPARATE AND INDEPENDENT LIMITATIONS ON LIABILITY. THE AMOUNTS AND/OR PAYMENTS MADE TO SATISFY DAMAGES UNDER (i) THE ENHANCED CAP SHALL REDUCE THE AVAILABLE DAMAGES UNDER THE GENERAL CAP ON A POUND-FOR- POUND BASIS AND (ii) THE GENERAL CAP SHALL REDUCE THE AVAILABLE DAMAGES UNDER THE ENHANCED CAP ON A POUND -FOR-POUND BASIS.
- D. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE GENERAL CAP NOR THE ENHANCED CAP SHALL APPLY TO CRIMINAL MISCONDUCT OR FRAUD OF THE PARTIES AND THEIR RESPECTIVE EMPLOYEES, AGENTS, AND/OR REPRESENTATIVES OR CLIENT'S PAYMENT OBLIGATIONS.

ARTICLE VIII.RESTRICTIVE COVENANT

1. During the performance of the Work under any Statement of Work and for a period of twelve (12) months after the Statement of Work's expiration, termination, or completion, as the case may be, Client and Consultant respectively agree not to employ or solicit for employment any persons directly involved in the performance of the Work under such Statement of Work who are employed by the other party without the prior written approval of the other party. For purposes of this Agreement, either party's job postings and advertisements and either party's response to job inquiries unilaterally made by the other party's employees shall not constitute a solicitation or hiring in violation of this Agreement.
2. Transfer of Undertakings (Protection of Employment) regulations (TUPE) shall not be applicable to this Agreement or any Statement of Work under this Agreement.

ARTICLE IX. INTELLECTUAL PROPERTY RIGHTS

1. Consultant is being hired by Client to provide specific services, as outlined in each separate Statement of Work.
2. Unless otherwise noted in a Statement of Work, the materials created and prepared for the Client, and tailored to their organization will belong (or otherwise be licensed for use) to Client, upon payment of all fees and expenses owed to Consultant for the services. Consultant further acknowledges and agrees that such materials are and at all times shall be considered to be "works made for hire" or similar categorization as that term is defined in the relevant legislation (and if not deemed a work made for hire, then assigned pursuant to this Article IX.2). Client is free to use such materials; however, Client agrees and recognizes that such materials, documents and tools provided by Consultant are for use by the specific Client only and are not to be provided to other parties for use outside of said Client.
3. Client recognizes that Consultant may use pre-existing, Consultant-owned solutions, methodologies, processes, materials, templates, tools, techniques, ideas, know-how and other intellectual property during the provision of those Services ("Consultant's Intellectual Property"). Consultant shall retain all right, title and interest in and to all Consultant's Intellectual Property.
4. As between Consultant and Client, Client owns the Client Data. Subject to the limited rights expressly granted hereunder, Client reserves all rights, title and interest in and to the Client Data, including all related intellectual property rights. No rights are granted to Consultant hereunder other than as expressly set forth herein. Client Data does not include Aggregated Data.
5. Client agrees, notwithstanding any provision to the contrary, that Consultant has the right to anonymize and aggregate Client Data with other data and leverage anonymous learnings and insights regarding use of Consultant services (the anonymized data, "Aggregated Data"), and that Consultant owns Aggregated Data and may use Aggregated Data for any business purpose during and after the term of this Agreement (e.g., to develop, provide, and improve Consultant services).
6. This Agreement does not give either party any ownership or other rights to, or interests in, the other party's confidential information, trade names, trademarks, or other priority information or materials in existence prior to the execution of this Agreement.

ARTICLE X. ADDITIONAL AGREEMENTS AND RESTRICTIONS

1. **System access.** It is the responsibility of Client to ensure employees of Consultant have the sufficient rights to access systems relevant to the services provided by Consultant at all times during, or after, where relevant, the term of the relevant SOW.
2. **Compliance with Laws.** Each party shall comply with all applicable federal, state, and local laws, ordinances, regulations, codes, rules, orders and requirements of all duly constituted governmental authorities, relating to the subject matter of this Agreement.
3. **Prior Services.** If any part of the Work provided for by this Agreement was commenced by Consultant prior to the execution of this Agreement, this Agreement shall apply thereto in the same manner as if made before said services were commenced.
4. **Insurance.** At the written request of Client, Client may require that the Consultant obtain and maintain a minimum of one million pounds (£1,000,000) of general liability coverage as well as professional liability insurance in the amount of at least one million pounds (£1,000,000) per occurrence and two million pounds (£2,000,000) in the aggregate (including its Excess/Umbrella Policy). Such insurance shall be occurrence made with an extended period reporting option under such terms and conditions as may be reasonably required by Client. Consultant will also be required to maintain statutory Workers' Compensation insurance for its employees.
5. **Affiliates.** Consultant acknowledges that Client's Affiliates shall have the right (but not the obligation) to enter into Statements of Work with Consultant as contemplated under this Agreement. For purposes of this Agreement, "Affiliate" shall mean any person, partnership, joint venture, corporation or other form of enterprise, including but not limited to, subsidiaries of Client, which directly or indirectly, Control, are Controlled by, or are under common Control with Client. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which such determination is being made, through the ownership of voting securities (at least fifty percent (50%) of its voting or equity securities), contract, voting trust or otherwise. With regard to such Statements of Work, all references to "Client" in this Agreement shall be deemed to mean the Affiliate who entered into the Statement of Work, and each Statement of Work shall be subject to the terms and conditions of this Agreement and legally binding exclusively upon the respective Affiliate entering into such Statement of Work and Consultant.
6. **Enforcement Remedies.** Consultant and Client acknowledge that the remedies at law for any breach of the foregoing covenants may be inadequate and that the non-breaching party shall be entitled, and in addition to any remedy at law, to seek equitable relief by way of a restraining order, injunction or other prohibitory or mandatory relief, to prevent the breach or threatened breach of, or to seek to enforce the specific performance of any term, condition, covenant or provision of this Agreement. This provision with respect to injunctive relief and other equitable remedies shall not diminish the right of the non-breaching party to claim and recover damages in addition to such relief. If any court of competent jurisdiction should determine that the restrictive provisions of this Agreement are unreasonable or invalid because of either its length of time or its scope, then the parties hereto agree that such covenant may be modified by the court either or both in time or in scope so that such covenant shall be enforceable against the party to whom it is applicable.
7. **Entire Agreement: Construction.** This Agreement, including the Statement(s) of Work and any other attachments herein, constitutes the sole understanding of the parties with respect to the matters provided for herein and supersedes all prior and contemporaneous oral and written agreements and understandings between the parties with respect to the subject matter of this Agreement. No amendment, modification or

alteration of the terms or provisions of this Agreement will be binding unless the same is in writing and duly executed by the parties hereto. It is stipulated and agreed that this Agreement shall not be construed in a manner more favorable to either party, based upon the identification of the drafter of this Agreement.

- 8. Modification and Waiver.** Any of the terms or conditions of this Agreement may be waived in writing at any time by the party which is entitled to the benefits thereof. No delay or omission by either party to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by either party of any of the covenants to be performed by the other party or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained. This Agreement may be altered, amended or terminated only by a writing signed by the parties hereto.
- 9. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 10. Notices.**

 - A. General Notices.** Any notice, demand, claim, or other communication required or permitted under this Agreement shall be in writing and shall be effectively given if sent by email with the "Return Receipt" received; or if mailed by national postal service certified or registered mail, postage prepaid, return receipt requested, or sent by a national commercial courier service, return receipt requested for next day delivery, to be confirmed in writing by such courier, or by hand delivery, or confirmed by signed receipt, and shall be deemed to have been given, delivered and received three (3) business days after the same is deposited at a regularly maintained post office of the national postal service, twenty-four (24) hours after the same is deposited with such a courier service, or upon hand delivery of the same, as applicable; provided that it is delivered to the address and individual set forth below. The address and individual to whom such notice shall be sent may be changed from time to time upon written notice to the other party in the manner set forth in this Agreement.
 - B. Consultant's Contact Information:**

Tasman Group Limited dba Nordic Global
notices@nordicglobal.com
Attn: Finance / Legal Department
 - C. Client's Contact Information.**

Contact Name:

Address:

Attn:

Email:
- 11. Governing Law.**

 - A.** This Agreement will be construed in accordance with and governed by the laws of England and Wales without reference to conflicts of law principles.
 - B.** Disputes arising out of or in connection with this Agreement, shall be settled by submitting such dispute to the exclusive jurisdiction of the competent court in London, England.
- 12. Assignment.** The provisions of this Agreement shall be binding upon Client and Consultant's agents, employees, successors and permitted assigns. Neither party may transfer or assign its rights under this Agreement without

the prior written consent of the other party, which shall not be unreasonably withheld, provided that such restriction shall not apply to an assignment in connection with a change of control, merger, stock sale or other corporate combination, or sale of all or substantially all of the assets of the assigning party.

- 13. Effect of Headings.** The headings of the articles and paragraphs of this Agreement are included for convenience only and will not be deemed to constitute part of this Agreement or to affect the construction hereof.
- 14. Force Majeure.**
- A.** If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of adverse weather events, fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, order, proclamation, regulations, ordinance, demand or requirement of any government agency, cyber-attack, national or regional emergency, epidemics, pandemics, or any other act or condition beyond the reasonable control of the parties hereto ("Event of Force Majeure"), the party so affected upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, restriction or interference; provided that the party so affected shall use its reasonable best efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
 - B.** The party suffering an Event of Force Majeure shall notify the other party within fifteen (15) calendar days of the occurrence of such Events and within thirty (30) calendar days shall furnish the other party with a recovery plan of action. Without limiting the foregoing, a party suffering an Event of Force Majeure shall use its reasonable efforts to limit the impact of the Event of Force Majeure on such party's performance of this Agreement.
- 15. Third Party Beneficiaries.** Each party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of, any person or entity other than the parties.
- 16. Authority.** Each party represents and warrants that it has been duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and that the person signing on each party's behalf has the power and authority to do so, and when executed and delivered by the parties in accordance with the provisions hereof, will be a legal, valid and binding obligation of each party, enforceable against each party in accordance with its terms.
- 17. Survival.** Upon termination or expiration of this Agreement, the parties shall have no further obligations pursuant to the terms of this Agreement except that the following provisions shall survive the expiration or termination of this Agreement: Article IV.3, Article V, Article VI, Article VII.2-5, Article VIII, Article IX, and Article X.
- 18. Electronic Documents.** To the extent applicable, because electronic documents may be modified intentionally or inadvertently the parties agree that neither party will be liable for damages resulting from changes in an electronic document occurring after this Agreement is transmitted without the approval of both parties. In case of any difference or ambiguity between an electronic and a paper document the fully signed paper document shall govern.

This Agreement may be executed on two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives.

<CLIENT >

TASMAN GROUP LIMITED DBA NORDIC GLOBAL

Authorized Signature

Authorized Signature

Printed Name, Title

Printed Name, Title

Date

Date

EXHIBIT A-1: STATEMENT OF WORK
