

MASTER AGREEMENT FOR CONSULTING SERVICES



THIS AGREEMENT FOR CONSULTING SERVICES (“Master Agreement”), made this _____ day of _____, 20__ is by and between SSOE, Inc., an Ohio corporation with offices in Toledo, OH (hereinafter called “SSOE Group”), and _____, an _____ company with offices in _____ (hereinafter called “Consultant”). Both SSOE, Inc. and _____ shall also be referred to individually as “Party” and collectively as “Parties”.

WHEREAS SSOE Group wishes to establish a continuing services agreement for the utilization of the Consultant’s services on specific proposals or projects as the need arises, and;

WHEREAS the Consultant is engaged in the business of providing selected professional and consulting services to its customers to meet their specific requirements, possesses the necessary skills, experience and personnel necessary to provide the services, and also wishes to establish a continuing services agreement for the utilization of its services on specific proposals or projects furnished by SSOE Group as the need arises;

NOW, THEREFORE in consideration of the mutual promises contained herein, SSOE Group and the Consultant agree as follows:

ARTICLE 1 – Contents

The Master Agreement between SSOE Group and the Consultant shall consist of the terms hereof and the following documents:

- Consultant’s Project Rates
- Consultant’s Certificate of Insurance
- Exhibit A – SSOE Group client identification

ARTICLE 2 – Services of Consultant

The Consultant shall provide or cause to be provided to SSOE Group the services when requested by SSOE Group. Consultant shall perform services in character, sequence and timing so that it will be coordinated with that of SSOE Group and any other consultants for the proposal or project and in accordance with a schedule to be provided by SSOE Group.

The Consultant shall perform its services with care, skill, and diligence and shall be responsible for the quality, technical accuracy and completeness of its services furnished to SSOE Group.

The Consultant shall meet all state and local licensing requirements for the location(s) of the Project.

ARTICLE 3 – Responsibilities of SSOE Group

SSOE Group will assign responsibility for completion of portions of the technical development of the proposal or project to the Consultant, and will provide primary coordination with SSOE Group’s client. SSOE Group will designate a representative authorized to act on its behalf with respect to the Consultant’s services. SSOE Group or its representative shall examine documents submitted by the Consultant and shall render decisions thereto promptly to avoid unreasonable delay in the progress of the Consultant’s services.

ARTICLE 4 – Compensation

The Consultant shall receive no compensation under this Master Agreement. All compensation shall be derived through the issuance of purchase orders by SSOE Group for specific projects which the Consultant shall be engaged to provide services for. The Consultant may also be engaged by SSOE Group to provide services associated with the preparation and submission of proposals by SSOE Group to its clients. The Consultant understands that SSOE Group may not receive compensation for the preparation and submission of proposals, regardless of whether SSOE Group ultimately enters into any agreement (“Prime Contract”) with its client to perform services under which it receives compensation. The Consultant agrees that it shall receive compensation associated with the preparation and submission

of any proposal only to the extent that SSOE Group receives compensation, and then only as provided for through the issuance of a purchase order by SSOE Group.

ARTICLE 5 – Prime Contract

To the extent the terms of any agreement or purchase order between SSOE Group and SSOE Group's client ("Prime Contract") apply to the Consultant's services, the Consultant assumes toward SSOE Group all the same obligations, duties, responsibilities and liability that SSOE Group has assumed under the Prime Contract. If there is an inconsistency between the Prime Contract and this Master Agreement, the more stringent terms and conditions shall govern.

ARTICLE 6 – Invoices and Payments

For each purchase order issued, the Consultant shall prepare and submit invoices on a monthly basis for the services performed and reimbursable expenses incurred in accordance with the terms of the respective purchase order. All reimbursable expenses shall be as authorized by the respective purchase order, and must be accompanied by receipts itemizing the item(s) obtained and amounts requested. All payments shall be net 10 days from SSOE Group's corresponding receipt of payment under the Prime Contract.

ARTICLE 7 – Term and Termination

It is understood and agreed that SSOE Group reserves the right to terminate this Master Agreement or any purchase order at any time. If through the abandonment or modification of the project by SSOE Group's client, the work by SSOE Group under a Prime Contract is no longer required, SSOE Group may terminate the purchase order with the Consultant even though the Consultant may not be in default. In the case of termination of any purchase order by SSOE Group for reasons other than for cause, the Consultant shall be compensated for services rendered and non-cancelable, non-transferable expenses incurred up to the date of termination based on the work authorized by SSOE Group and performed up to the date of termination to the extent that SSOE Group receives compensation from its client. The Consultant shall make every attempt to mitigate expenses incurred to date of termination and in no event shall such expenses and commitments exceed the total payments set forth herein. In the event of early termination by the Consultant, the Consultant shall refund to SSOE Group all payments received that exceed any fees earned and non-cancelable, non-transferable expenses incurred to date of termination.

The term of this Master Agreement shall be two (2) years from the date first set forth above, unless notified in accordance with other provisions herein contained. In the event this Master Agreement must be terminated by the Consultant prior to expiration of the term, a written notice shall be provided by the Consultant to SSOE Group two (2) weeks prior to the termination of services. Any outstanding purchase orders shall remain in effect, and the Consultant shall complete the services authorized under the purchase orders under the terms and conditions of the purchase order and this Master Agreement.

This Master Agreement may be extended by written amendment if terms are mutually agreeable to both SSOE Group and the Consultant.

ARTICLE 8 – Alterations

For any purchase orders issued that are related to this Master Agreement, the Consultant may be ordered in writing by SSOE Group, without invalidating this Master Agreement or the purchase order, to make changes in the services within the general scope of the purchase order, consisting of additions, deletions or other revisions. The purchase order value shall be adjusted accordingly by agreement between SSOE Group and the Consultant.

No alterations or amendments to this Master Agreement or to any purchase order may be made except through the issuance of a written Change Order signed by both SSOE Group and the Consultant. Any such alterations or amendments must be agreed to in writing prior to the execution of the alteration or amendment by the Consultant. The Consultant shall not be entitled to compensation for any additional work performed without the prior issuance of a written Change Order signed by SSOE Group and the Consultant.

ARTICLE 9 – Insurance and Indemnification

The Consultant will indemnify, defend and hold harmless SSOE Group and its parents, subsidiaries, or any related entities, directors, officers, employees, representatives, agents, successors, and assigns from and against any and all claims, actions, suits, proceedings, costs, expenses (including reasonable attorneys' fees), damages, and all other liabilities arising out of or in connection with the negligent acts or omissions of the Consultant or its sub-Consultants. The obligations and duties contained in this Article will survive the completion of services and/or termination of this Master Agreement.

Before proceeding with the operations specified in this Master Agreement and during the life of this Master Agreement, the Consultant shall at its own cost and expense, procure and maintain in force and in effect at least the following kinds and amounts of insurance coverage:

- Worker's Compensation and Occupational Diseases insurance with statutory limits and Employer's Liability coverage with a limit of \$500,000.
- Commercial general liability insurance naming SSOE, Inc. and its respective parents, subsidiaries, or any related entities, directors, officers, employees, representatives, agents, successors, and assigns as additionally insured hereunder with respect to all operations within the scope of this Master Agreement, any purchase orders related to this Master Agreement, and with respect to the supervision of such operations. Notwithstanding any other provisions of this policy, the insurance afforded by this endorsement is Primary insure not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate covering:
 - Bodily injury, property damage and personal injury. Premises Operations, including coverage for explosion, collapse, damage to underground property; also elevators, if any;
 - Products or Completed Operations coverage;
 - Contractual Liability coverage for the hold harmless clause contained in Article 7 hereof;
- Commercial auto liability insurance coverage limits of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage;
- Excess Umbrella Liability insurance naming SSOE, Inc. and its respective parents, subsidiaries, or any related entities, directors, officers, employees, representatives, agents, successors, and assigns as additionally insured hereunder with respect to all operations within the scope of this Master Agreement, any purchase orders related to this Master Agreement, and with respect to the supervision of such operations. Notwithstanding any provisions of this policy, the insurance afforded by this endorsement is primary insurance with a \$5,000,000.00 single limit of liability per occurrence, and;
- Professional errors and omissions liability insurance with coverage limits of not less than \$1,000,000.00 single limit per claim.

The Consultant shall furnish to SSOE Group a certificate of insurance signed by an authorized representative of the Consultant's insurance underwriter, giving evidence of such insurance in a form acceptable to SSOE Group; it being understood however that upon request of SSOE Group the Consultant shall furnish a copy of each insurance policy certified by an authorized agent of the insurance company. If such policies are cancelled or changed so as to reduce the insurance coverage, written notice by Registered Mail of such cancellation or change shall be delivered to SSOE Group at least thirty (30) days prior to the effective date of such change or cancellation. The Completed Operations coverage requirements stated hererin shall be maintained in effect for at least one (1) year following completion of the work.

If the Consultant fails to procure or maintain any such insurance, SSOE Group may at its option without being required to do so, procure and maintain such insurance at the Consultant's expense, and charge and collect the premium therefore from the Consultant, but SSOE Group shall not be responsible for any such insurance obtained.

The acceptance by SSOE Group of certificates of insurance shall in no event be deemed to be a waiver of any other provisions of this agreement. It is further understood that the indemnity granted herein by the Consultant shall not be restricted by the limits of insurance coverage required herein.

The Consultant shall require its insurance carriers to waive any rights of subrogation against SSOE Group and its Clients except for the Professional errors and omissions insurance policy. The Consultant's insurance shall be primary insurance with respect to the interest of SSOE Group and its Clients, and any other insurance maintained by SSOE Group or its Clients is excess and not contributory with the insurance required of the Consultant.

Should the Consultant be required to obtain any other types or limits of insurance necessary to satisfy the requirements of any Prime Contract between SSOE Group and its client, as well as to name SSOE Group's client or other parties as additionally insured, the Consultant shall obtain the insurance necessary to meet these requirements.

ARTICLE 10- – Schedule and Time

The Consultant agrees that time is of the essence in the performance of services under this Master Agreement and any related purchase orders.

ARTICLE 11 – Independent Contractor

The Consultant agrees that, for all purposes and under all circumstances, the Consultant is an independent contractor, and nothing contained herein or in any purchase order or purchase change order shall be construed to create the relationship of principal and agent, or employer and employee, between the Consultant and SSOE Group or between Consultant and SSOE Group's client. None of the Consultant's employees shall at any time represent themselves as an employee of SSOE Group or its client. The Consultant agrees to conduct itself in a manner consistent with that of being an independent contractor in the performance of its services, including but not limited to the filing and payment of any and all federal, state and local income and self-employment taxes, unemployment taxes, workers' compensation premiums, license fees, registration fees, insurance premiums, et al. Consultant shall provide SSOE Group with proof of workers' compensation insurance; such insurance shall be in that amount mandated by applicable law.

The Parties agree that SSOE Group is engaging Consultant hereunder and under any related purchase orders to perform a particular service and/or achieve a particular result. The Consultant hereby agrees to hold SSOE Group harmless from any claims that the Consultant, as a common law or statutory employee, would have against SSOE Group if it could be determined, for any reason, that as a result of Consultant's actions or lack thereof that the relationship between SSOE Group and Consultant is other than that involving an independent contractor. The Consultant agrees to reimburse SSOE Group for any cost or expense associated with any action or inaction on the Consultant's part that may cause employment-related liability to accrue against SSOE Group, including but not limited to failure to pay any or all federal, state or local taxes associated with being an independent contractor. Further, Consultant agrees to indemnify SSOE Group for any unemployment tax, workers' compensation premiums, and other payroll taxes assessed against an employer, with interest and penalties, if any, that may be assessed by any government agency with respect to determination that Consultant's employment status with SSOE Group is other than that being an independent contractor.

ARTICLE 12 – Representation

The Consultant represents that it shall use sound and professional principles and practices in accordance with normally accepted industry standards in the performance of its services hereunder, and that performance of its personnel shall reflect their best professional knowledge, skill and judgment. If any failure to meet the foregoing appears after the services are accepted by SSOE Group, the Consultant shall again perform the services directly affected by such failure at the Consultant's sole expense.

ARTICLE 13 – Confidentiality

SSOE Group is prepared to furnish the Consultant with certain information which is either confidential, proprietary or otherwise not generally available to the public to assist the Consultant in providing the services under the Master Agreement or purchase order. As a condition to furnishing you such information, the Consultant agrees as follows:

- **Non-disclosure of Confidential Information** - The Confidential Information will not be used other than in connection with the purpose described above, and will be kept confidential by the Consultant and its directors, officers, employees and representatives (collectively, "Representatives"). Confidential information may be disclosed only, (a) to the Consultant's Representatives, (b) only to such Representatives as need to know the Confidential Information for the purpose described above, and (c) only in strict accordance with the Notice of Attempts to Compel Disclosure, as stated below. Such Representatives shall be informed by the Consultant of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purpose described above. Such Representatives shall agree in writing to be bound by the terms of this Master Agreement as a condition of receiving the Confidential Information. In any event, The Consultant shall be responsible for any breach of the Master Agreement by any of its Representatives. Neither the Consultant nor any of its Representatives shall use or disclose to any person Confidential Information other than as expressly permitted by the Master Agreement or purchase order, and the Consultant will use its best efforts, and cause each of its Representatives to whom Confidential Information has been disclosed to use their best efforts to safeguard the Confidential Information from unauthorized disclosure or use. The term "person" as used in this Master Agreement shall be broadly interpreted to include without limitation any individual, corporation, company, partnership or other entity.
- **Non-disclosure of Discussions** - Without the prior written consent of SSOE Group, The Consultant will not, and will direct its Representatives not to disclose to any person the fact that the Confidential Information has been made available or that the Consultant has inspected any portion of the Confidential Information, or that discussions with respect to the above purpose are taking place or any other facts with respect to these discussions, including the status thereof.
- **Notice of Attempts to Compel Disclosure** - If the Consultant or its Representatives are requested or required to disclose any Confidential Information, the Consultant will promptly notify SSOE Group of such request or requirement so SSOE Group may seek an appropriate protective order or waive compliance with provisions of the Master Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Consultant or its Representatives are, in the written opinion of its counsel, compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant penalty, they may disclose only such of the Confidential Information to the party compelling disclosure as is required by law. The Consultant shall not be liable for the disclosure of Confidential Information pursuant to the preceding sentence unless such disclosure was caused by the Consultant or its Representatives and not otherwise permitted by this Master Agreement. The Consultant will exercise its best efforts to assist SSOE Group in obtaining a protective order and in providing other reliable assurance that confidential treatment will be accorded the Confidential Information.
- **Definition of Confidential "Information"** - As used herein, "Confidential Information" means all information written and oral, which is furnished to the Consultant or its Representatives by SSOE Group which concerns SSOE Group unless the recipient can establish that such information is generally available to the public. Any information furnished to the Consultant or its Representatives by a director, officer, employee or representative of SSOE Group shall be deemed for the purposes of this Master Agreement to be furnished by SSOE Group. Notwithstanding the foregoing, information which is or becomes generally available to the public other than as a result of a disclosure by the Consultant's Representative will not constitute Confidential Information for the purposes of this Master Agreement. The mere availability of data included in the subject matter hereof shall not constitute general availability to the public.
- **No Warranty of Accuracy** - The Consultant understands that SSOE Group has endeavored to include in the information furnished materials believed to be reliable and relevant for the purpose of evaluation, but the Consultant acknowledges that neither SSOE Group, nor any of their directors, officers, employees or representatives makes any representation or warranty as to the accuracy or completeness of any information which is provided. Except as such representations and warranties, if any, are included in an executed definitive agreement, neither SSOE Group, nor any director, officer, employee, representative or agent of SSOE Group shall have any liability

to the Consultant or its Representatives. For the purposes of this section, "information" is deemed to include all information furnished by SSOE Group to you, whether or not Confidential Information as defined in proceeding section.

- **No Waiver** - No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- The Consultant's employees will be required to sign SSOE Group's Confidentiality and Non-Disclosure Agreement Relating to SSOE Group's and Clients' Trade Secrets, Inventions and Discoveries, as well as any project specific confidentiality/non-disclosure agreements of SSOE Group or its client.

ARTICLE 14 – Notices

Any and all notices herein provided or provided by law and any modification, amendments or other communications necessary or incidental to the performance of this Master Agreement shall be sufficient and in full compliance with the provisions of the Master Agreement if given by or to the respective parties as follows:

CONSULTANT COMPANY NAME

SSOE, Inc.

ARTICLE 15 – Jurisdiction

This Master Agreement shall be governed and the rights and duties created hereunder shall be interpreted and enforced according to the laws of the State of Ohio, with venue in the courts of Lucas County, OH.

ARTICLE 16 – Dispute Resolution

The Consultant and SSOE Group agree that any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Master Agreement, any purchase orders issued under the Master Agreement, or the breach thereof ("Dispute") shall, prior to the initiation of any of the formal proceedings provided herein, be negotiated at the highest levels of the respective organizations in an attempt to resolve the Dispute.

Should these negotiations prove unsuccessful at resolving the Dispute, the Consultant and SSOE Group agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to binding arbitration. A request for mediation shall be made in writing, delivered to the other party to the Master Agreement, and filed with the American Arbitration Association. SSOE Group and the Consultant shall share the mediator's fees, costs, and any filing fees equally. The mediation shall be held in Toledo, OH. Any agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Any Dispute that has not been resolved either through negotiation between the Consultant and SSOE Group or by mediation as required herein shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules. A demand for arbitration shall be made in writing, delivered to the other party to the Master Agreement, and filed with the American Arbitration Association. The party filing a notice of demand for arbitration must assert in the demand all disputes then known to that party on which arbitration is permitted to be demanded. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The demand for arbitration may be made concurrently with the filing of a request for mediation as described herein, but shall not be made any earlier than concurrently with the filing of a request for mediation nor shall the demand be made after the date when the institution of legal or equitable

proceedings based on the Dispute would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the American Arbitration Association shall constitute the institution of legal or equitable proceedings based on the Dispute. In the event that the demand for arbitration is made concurrently with the filing of a request for mediation, the mediation shall proceed in advance of binding arbitration proceedings which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If arbitration is stayed pursuant to this Article 14, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The arbitration shall be held in Toledo, OH. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 17 – Assignment

No assignment of this Master Agreement, any purchase orders issued under the Master Agreement, or any money due or which may become due hereunder shall be made without the written consent of SSOE Group. The use of subcontractors by the Consultant shall be subject to SSOE Group's prior approval.

The Consultant understands and agrees that the Master Agreement shall not be of a sole and exclusive nature. SSOE Group may engage the services of other consultants at its sole discretion.

ARTICLE 18 – Audit / Maintenance of Records

For this Master Agreement and each purchase order related to this Master Agreement, the Consultant shall maintain at all times during the term of the respective agreement and for a period of three (3) years thereafter, secure locations in which the Consultant shall post and store all documents and information in its native format created or used by the Consultant in the performance of the Scope of Services, including but not limited to drawings, spreadsheets, schedules, calculations, specifications and correspondence, or other such documents as SSOE Group may reasonably request, including copies of the Consultant's invoices, timesheets, expense reports and expense receipts. Such documents and information shall be provided to SSOE Group upon demand for the purposes of audit or for the storage of electronic and printed / paper.

ARTICLE 19 – Intellectual Property

All designs, ideas, drawings, sketches, specifications, calculations, bills of material, data sheets and all material delivered to the Consultant shall be the exclusive property of SSOE Group and / or SSOE Group's client, and must be delivered to SSOE Group upon request, but at a minimum shall be delivered at the termination of the Master Agreement.

ARTICLE 20 – Compliance

The Consultant certifies that all items and/or labor under this Contract and all related Purchase Orders, and all prices charged shall comply with all federal, state and local laws and regulations relative thereto and all pricing and safety laws and regulations. To the extent applicable, the clauses with respect to government contracts set forth in 41 C.F.R., Sections 1-1.805-3, (labor surplus areas), 1-1.1310-2 (minority business enterprises), 60-1.4 (equal opportunity), 60-1.40 (affirmative action), 60-1.8 (non-segregated facilities), 60-300.5(a) (employment of veterans), 60.741.5(a) (employment of persons with disabilities), at F.P.R. Section 1-1.710-3 and 48 C.F.R. 52.219-8 and 52.219-9 (small business concerns), Executive Order 12138 (women-owned businesses) and at 42 U.S.C. Section 12101 et seq. (American with Disabilities Act) are incorporated by reference and shall have the same binding effect as if reproduced herein in their entirety. **Furthermore, and to the extent applicable, Consultant and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to**

employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Acceptance of any Purchase Order constitutes certification of compliance by the Consultant to SSOE.

The Consultant shall at all times comply with all applicable laws, regulations and governmental requirements, including without limitation national and international laws governing export and import control and ethical business practices. The Consultant shall at all times comply with the U.S. Foreign Corrupt Practices Act and any other similar laws which prohibit the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality, or other individuals to assist it or SSOE Group in obtaining or retaining business. Likewise, SSOE Group requires that its employees comply with the SSOE Code of Ethics and Standards of Business Conduct, which may be found on the SSOE Group website at <http://www.ssoe.com/about-us/ethics>.

ARTICLE 21 – Non-Solicitation & Non-Competition

SSOE Group maintains an active global recruiting campaign, including advertisements, that are not targeted toward any particular firm, but which could result in future contact related to possible employment between SSOE and an employee of the firm executing this agreement. Consequently, an offer of employment by SSOE to the employee could occur. Neither the recruiting activity, contact or hire resulting from it will be considered a violation of this agreement.

As a result of the nature of the relationships involved in this Master Agreement, during the term of this Master Agreement and for a period of three (3) years thereafter, the Consultant shall not conduct business with the SSOE Group client except through an agreement between SSOE Group and the Consultant. The Consultant may be required by SSOE Group to complete and sign the attached Exhibit A form for each such SSOE Group client. This requirement shall not apply where the Consultant can demonstrate that it had a prior business relationship with the SSOE Group client prior to the date of this Master Agreement.

Continued on next page.

ARTICLE 22 - Severability

If any provision of this Master Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Master Agreement shall continue in full force and effect. The parties shall promptly meet and confer in good faith with respect to any provision found to be in contravention of the law, in order to agree on a substitute provision.

IN WITNESS WHEREOF, the parties have caused this Master Agreement to be duly executed as of the date first above entered.

**CONSULTANT COMPANY
NAME**

SSOE, Inc.

By: _____
Signature

By: _____
Signature

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A
SSOE Group Client Identification

The following company is a client of SSOE Group, and Consultant Company Name shall not solicit or compete with SSOE Group regarding business activities with SSOE Group's client in accordance with the Master Agreement.

Client Name: _____

This instrument is effective only when signed by an authorized representative of each party. The individual whose signature appears below certifies that she/he is authorized to bind the respective company.

Agreed,
CONSULTANT COMPANY NAME

Agreed,
SSOE, Inc.

By: _____
Signature

By: _____
Signature

Title

Title

Date: _____

Date: _____