

MASTER TERMS AND CONDITIONS OF SALE

Effective January 1, 2025

These terms and conditions of sale, including applicable addenda ("Agreement") shall govern the sale and purchase of products and services, and/or the licensing of software (collectively, "Work"), as more specifically described in a mutually agreeable statement of work ("SOW"), placed by you, on behalf of yourself or your company ("Client") and accepted by the provider or supplier of the products and/or services ("Venture") unless Client and Venture have executed a definitive, written agreement for the purchase and sale of products and services. Client and Venture, collectively the "Parties".

1. Scope of Agreement

- (a) Neither Party shall be obligated to sell, provide, purchase, or license any products, services, or software to or from the other Party, except as specifically described in a SOW, which has been signed by both Parties.
- (b) The terms and conditions of this Agreement are hereby incorporated into each SOW, or other ancillary document executed by Venture and Client (or their respective Affiliates (defined below)). Each SOW, together with this Agreement, in each instance and as executed, constitutes a separate and distinct agreement between the parties named therein.

2. Term and Termination

- (a) **Term.** The term of this Agreement shall be the same as the term of the applicable SOW. The term of each SOW shall commence and continue in accordance with and as set forth in the applicable SOW.
- (b) **Termination for Convenience.** Either Party may terminate this Agreement and/or any SOW at any time, without cause or reason and without fee or penalty, by providing written notice to the other Party at least ninety (90) days in advance of such termination.
- (c) **Termination for Cause.** Either Party may terminate this Agreement and/or any SOW at any time, if (i) the other Party materially breaches or defaults in the performance of its obligations under the document to be terminated; and (ii) such breach or default is not cured within thirty (30) days after written notice thereof is provided by the non-breaching Party to the other Party. Notwithstanding the foregoing, if the breach is a failure to pay any amounts due in a timely manner, the period for cure shall be ten (10) days after written notice thereof.
- (d) **Effect of Expiration and Termination.** All rights and obligations arising prior to the date of expiration or earlier termination of this Agreement or any applicable SOW shall not be affected by any such expiration or termination, including without limitation, obligations to pay for all Work, Work in progress, software subscription fees through the end of the Term (if any), custom materials, and actual costs and expenses incurred by Venture pursuant to this Agreement or any applicable SOW (collectively, "Termination Costs"). Subject to the foregoing, upon the expiration or termination of this Agreement or any SOW, (i) neither Party (or any of its Affiliates) shall have any liability or obligation to the other Party (or any of its Affiliates) under the terminated document, except for payment of all applicable Termination Costs; and (ii) such terminated document shall become void and have no further force or effect, the transactions contemplated in such document being thereby abandoned without further action by the Parties, other than each Party's continued obligations related to confidentiality and data security.
- (e) **Return or Destruction of Client Data Files.** Venture shall return or destroy, at Client's written direction, all data files and other Confidential Information (defined below) provided by or on behalf of Client to Venture for use under this Agreement or an applicable SOW as well as any Client data files created pursuant to this Agreement and in Venture's possession as of the date of expiration or termination of this Agreement or applicable SOW (collectively, "Client Data Files", further defined in Section 10(b) below), subject to and provided that (i) the data files were provided to Venture by or on behalf of Client for use under this Agreement or an applicable SOW; (ii) Venture has received payment of all amounts due under this Agreement (including without limitation, all data processing fees); (iii) the Client Data Files shall be provided to Client in a standard SFTP format or, if mutually agreeable to the Parties, any other format; (iv) the Client Data Files shall be provided to

Client on an "AS IS" basis, and without any express or implied warranty of any kind; and (v) no Intellectual Property (defined below) rights of Venture or any third party used or embodied in the Client Data Files shall transfer to Client, except for Client's right to use such Client Data Files in the existing format.

3. **Title: Risk of Loss**

Venture shall bear all risks of physical loss or damage to products through the date and time such products are placed with the United States Postal Service (USPS), or any electronic means of delivery as may be further established in the SOW, for delivery to the location specified in the applicable SOW (except for any loss or damage caused by Client). Thereafter, the risks of physical loss or damage to such product shall transfer to Client (except for any loss or damage caused by Venture). Title to the products shall also transfer from Venture to Client once placed with USPS or any electronic means of delivery as may be further established in the SOW.

4. **Pricing and Payment**

- (a) **Pricing.** Client agrees to pay Venture for the Work in accordance with the prices and rates specified in the applicable SOW.
- (b) **Invoicing; Payment.** Venture shall issue one or more invoices monthly to Client for the Work as reasonably appropriate. Subject to applicable credit terms and limits, payment terms are net thirty (30) calendar days from the date of the undisputed invoice or as otherwise specified in the applicable SOW. All payments shall be made by Client in U.S. dollars via automated clearing house ("ACH") transaction.
- (c) **Postage.** Client agrees to pay Venture for postage in advance on a monthly basis. For the initial postage invoice, Venture will create an invoice for postage based on an estimated two months of production (volumes will be pulled from the applicable SOW); this will provide the availability of funds for the initial production mailing and production for the following month. Each month thereafter, an invoice will be mailed for postage using a monthly volume based on an average of three (3) months of actual production history. Postage will be invoiced thirty (30) days in advance in order to have funds available by the 1st of the following month. Postage applied to each production run will be shown as a credit on the Client's invoice. Venture will notify the Client if Client's postage advance is insufficient to cover projected postage costs; however, in no event will Venture be obligated to incur postage costs prior to Client funding such costs.
- (d) **Pricing Adjustments.** Venture reserves the right to modify the pricing terms set forth in this Agreement or any SOW annually, not to exceed five percent (5%), by providing thirty (30) days' notice to Client. In addition to any annual price adjustment, the Parties agree that Venture may also modify pricing terms upon thirty (30) days' notice in the event of extraordinary market conditions or if there are any changes to specifications, quantities, timing, delivery, shipping and/or other aspects of or requirements related to the products or services provided hereunder.
- (e) **Payment of Taxes.** The pricing provided by Venture does not include any sales, excise, use, or other similar taxes imposed by federal, state, and local governments for the Work and postage, any taxes based on income, gross receipts, or value of property payable to the related taxing authorities, or any non-U.S. taxes (including without limitation, VAT, GST, HST, PST, and QST). Client shall be responsible for payment of all such applicable taxes, unless Client is tax exempt and has furnished Venture with a current tax exemption certificate evidencing the same.
- (f) **Financial Condition.** Upon Venture's request during the Term, Client shall provide information as Venture reasonably determines necessary to establish credit status or credit limits. Venture reserves the right to revoke, with or without cause, any credit terms or limits extended to Client at any time. Client shall provide notice within five (5) business days of the occurrence of any event that materially affects Client's ability to perform its obligations under this Agreement.
- (g) **Late or Disputed Payments.** Any undisputed payment not made in a timely manner under this Agreement shall bear interest at the rate of one and one-half percent (1.5%) per month from the due date to the payment date. No interest charges will apply to invoiced amounts due if, prior to or on the due date for such payment, Client provides (i) written notice to Venture identifying the disputed amount due, with a detailed calculation or an explanation of the alleged error; and (ii) payment in full of the undisputed portion of the amount due. Venture

reserves the right to withhold delivery of the Work until all payment disputes are settled and payment of all undisputed amounts which are more than thirty (30) days past due are received. If undisputed amounts are more than ninety (90) days in arrears, Client shall reimburse Venture for the reasonable costs, including attorneys' fees, of collecting amounts due from Client.

- (h) **Dispute Limitation.** The maximum timeframe for Client to submit any invoice disputes to Venture is limited to a period of four (4) months from the invoice date, and thereafter Client waives any and all right to dispute the invoiced charges.

5. Representations and Warranties

- (a) **Venture.** Venture represents and warrants that (i) Venture has all right and authority required to enter into this Agreement; (ii) the Work shall materially conform to the mutually agreed upon specifications for a period of ninety (90) days from the date the services are provided or products are delivered; (iii) Venture will convey good title to tangible deliverables included as part of the Work; (iv) Venture's Intellectual Property and the Work will not infringe the Intellectual Property rights of any third party (provided, that Venture makes no representation or warranty regarding any infringement arising out of its use of information, artwork, logos and trademarks provided by Client in accordance with the terms of this Agreement and in compliance with Client's instructions, requirements or specifications approved, provided or required by Client); and (v) Venture will comply with federal laws, rules, and regulations applicable to Venture's business and governing Venture's performance of the Work under this Agreement and any SOW (collectively, "Laws").
- (b) **Client.** Client represents and warrants that (i) Client has all right and authority required to enter into this Agreement; (ii) Client IP (defined below) will not infringe the Intellectual Property rights of any third party; and (iii) Client will comply with all Laws applicable to Client in connection with its performance under this Agreement and any SOW.
- (c) **Disclaimer.** The representations and warranties set forth in this Agreement are in lieu of all other warranties, express or implied, including the warranties of (i) merchantability and (ii) fitness for a particular, intended or special purpose or use, all of which are expressly disclaimed. No express or implied warranties shall be created or arise from course of dealing, course of performance, or usage of trade.

6. Confidentiality

- (a) **Confidentiality.** Each Party, including such Party's Affiliates ("Receiving Party"), shall maintain the Confidential Information (defined below) of the other Party, including such Party's Affiliates ("Disclosing Party"), in confidence using such measures as it uses to protect its own information of a similar nature and, in any event, shall exercise such care in protecting the Confidential Information of the Disclosing Party as a reasonably prudent person would exercise. The Receiving Party agrees that the Confidential Information shall be used solely for the purposes of performing the Receiving Party's obligations under this Agreement and, except for such limited purposes, the Confidential Information shall not be used for the Receiving Party's benefit or be disclosed to any third party. The Receiving Party may disclose the Confidential Information of the Disclosing Party only to its employees and its principals, partners, shareholders, directors, officers, employees, representatives, professional advisors and/or agents (collectively, "Representatives") as necessary to perform its obligations under this Agreement; provided that the Receiving Party shall be liable for the acts of its Representatives and any and all other persons to whom it discloses the Confidential Information. Each Party agrees that its obligations contained herein apply also to, and shall be binding upon, every entity, whether now or hereafter existing, that directly or indirectly controls, is controlled by, or is under common control with the applicable Party (collectively, "Affiliates").
- (b) **Confidential Information.** "Confidential Information" shall mean, except as excluded in Section 6(c) below,: (i) this Agreement and any applicable SOWs; (ii) customer and employee lists and information; (iii) business and marketing plans, audit or reporting information, and proprietary policies and procedures; (iv) financial statements, projections, analyses and information related to costs and revenues; (v) Intellectual Property (defined below); (vi) sensitive personal or health information known as PII or PHI, including as defined under GLBA and HIPAA regulations; (vii) all other information provided by a Disclosing Party of a proprietary and

confidential nature (whether communicated by means of oral or written disclosures) that is marked “confidential” or is identified in writing by the Disclosing Party as confidential within thirty (30) days after disclosure; and (viii) all other information which by its nature would be considered Confidential Information.

- (c) **Exclusions.** Confidential Information shall not include information which the Receiving Party can show: (i) was in the possession of the Receiving Party at the time it was first disclosed by the Disclosing Party; (ii) was in the public domain at the time it was disclosed to the Receiving Party; (iii) enters the public domain through sources independent of and unrelated to the Receiving Party and through no breach of this Section by the Receiving Party; (iv) is made available by the Disclosing Party to a third party on an unrestricted, non-confidential basis; (v) was lawfully obtained by the Receiving Party from a third party, not known by the Receiving Party to be under an obligation of confidentiality to the Disclosing Party; or (vi) was at any time developed by the Receiving Party independently of any use or reference to the Confidential Information of the Disclosing Party.
- (d) **Compelled Disclosure Notice.** If the Receiving Party, or its Affiliate or Representative, is legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall promptly give notice to the Disclosing Party so that the Disclosing Party may seek to quash such compulsion or to obtain an appropriate protective order. In any event, the Receiving Party under compulsion shall disclose only such limited portion of the Confidential Information of the Disclosing Party as, in the written opinion of counsel for the Receiving Party, is required to avoid sanction by the court having jurisdiction of such matter.
- (e) **Disposition.** The Receiving Party shall, upon request by the other, promptly return or destroy all documentation and other materials containing any Confidential Information of the Disclosing Party without retaining any copies thereof (except a single copy retained by counsel solely for documentary purposes). Each Receiving Party shall thereafter, upon request by the Disclosing Party, provide a written statement of the Receiving Party that all such materials have been returned to the Disclosing Party or have been destroyed.

7. Indemnification

- (a) **Indemnification.** Each Party (“Defending Party”) shall indemnify and defend the other Party (“Protected Party”) and hold the Protected Party harmless from and against any and all claims, suits, actions, proceedings, and demands brought by a third party; together with any out-of-pocket losses, payments, costs, expenses, damages, liabilities, fines, or penalties (including reasonable attorneys’ fees) resulting therefrom (collectively, “Claims”) to the extent such Claims relate to or arise from the Defending Party’s:
 - (i) breach of this Agreement, including without limitation express representations, warranties, and covenants;
 - (ii) violation of Law, including without limitation laws relating to intellectual property rights; or
 - (iii) gross negligence and/or willful misconduct;provided that in no event shall the Defending Party be liable for any Claim to the extent arising out of its compliance with instructions, requirements, or specifications approved, provided, or required by the Protected Party or its Representatives. Notwithstanding the foregoing, Claims shall not include any supply replacement costs, cover damages, or similar liabilities that are payable to the Protected Party’s customers.
- (b) **Tender Defense.** The Protected Party shall promptly provide written notice to the Defending Party of any Claims, promptly tender full control of the defense of any such Claims to the Defending Party, and reasonably cooperate with and provide non-financial assistance to the Defending Party in the defense of such Claims.
- (c) **Restrictions.** The Defending Party will not be responsible for indemnifying or defending the Protected Party (i) to the extent the Protected Party receives payment from an insurer or other third party as compensation or payment for any such Claims, (ii) if the Protected Party initiates a defense of any such Claim, (iii) the Protected Party fails to provide written notice of the Claim to the Defending Party in a timely manner, or (iv) if the basis of the Claim arises out of or is related to the Protected Party’s or its Representative’s negligence or willful misconduct and solely to the extent such Claim arises out of or is related to same.

- (d) **Settlement Requirements.** The Defending Party shall not be liable for any cost, expense, settlement, or compromise incurred or made by the Protected Party in any legal action or dispute without the Defending Party's prior written consent.

8. Insurance

- (a) **Coverage Limits.** Each Party shall, at its own expense, obtain and maintain the following insurance coverage during the Term:

<u>Limits of Liability</u>	<u>Type of Insurance</u>
As required by statute	Workers' Compensation
\$2,000,000	Commercial General Liability (including products liability, personal injury liability and certain contractual liability)
\$1,000,000	Automobile Liability (including owned, non-owned and hired autos)
\$1,000,000	Employer's Liability for each death or injury to one person, and Employer's Liability for death or injury to more than one person in a single accident
\$5,000,000	Umbrella
\$5,000,000	Professional Liability/Errors and Omissions (including, without limitation, cyber/network security and data privacy liability policy covering technology liability, network security, privacy injury liability, privacy regulation proceeding, network damage and publisher's liability)

- (b) **Additional Insureds.** The Commercial General Liability and Professional Liability/Errors and Omissions policies shall include the other Party, and its directors, officers, employees and agents as additional insureds.
- (c) **Cyber/Network Security.** Venture shall carry Professional Liability/Errors and Omissions policies as stated above, with the cyber/network security and data privacy liability policy, including without limitation, the following covered events: (i) unauthorized use of or access to computer systems (including mobile devices), servers, confidential or personal information or software; (ii) defense of any regulatory action involving a breach of privacy; (iii) failure to protect confidential or proprietary information (whether personal or commercial) and intellectual property from unauthorized disclosure or unauthorized access; (iv) failure to adequately protect physical security of servers and systems including from cyberterrorism; (v) the costs for notification, credit file or identity monitoring, identity restoration, public relations experts, or legal experts; (vi) third party liability including a failure of network security; (vii) cyber extortion and cyber terrorism; and (viii) no exclusion for actual or alleged breaches of professional services agreements associated with the foregoing.
- (d) **Notice.** Venture shall provide Client with thirty (30) day advance written notice of modification, cancellation or termination of any policy evidencing the coverage required above if such cancellation or termination results in non-compliance with this Section. Venture shall furnish certificates evidencing such coverage within thirty (30) days after execution of this Agreement and throughout the Term as reasonably requested by Client.

9. Limitations on Liability and Remedies

- (a) **Consequential Damages.** Notwithstanding anything to the contrary herein, the Parties and their respective Affiliates shall not be liable, either in contract or in tort, for any consequential, incidental, indirect, special, exemplary, or punitive damages whatsoever, including without limitation, any loss of future revenue, income or profits, or any diminution of value or multiples of earnings damages, whether or not the possibility of such damages was disclosed in advance or could have been reasonably foreseen by the other Party.
- (b) **Direct Damages.** Notwithstanding anything to the contrary herein, the aggregate and cumulative liability of each Party and their respective Affiliates to any other party arising out of or relating to this Agreement or any SOW

hereto shall not exceed the total amount actually paid by Client to Venture under the applicable SOW for the products or services related to such damage during the six (6) month period immediately preceding the date the damage first occurred.

- (c) **Remedies.** If the products do not materially conform to applicable mutually agreed upon specifications, due solely to Venture's fault, Venture shall, upon Client's written direction and at no additional cost to Client, promptly repair or replace the product. If Venture's actions cause the products to infringe any Intellectual Property rights of a third party, Venture shall at its option and sole cost and expense: (i) secure license rights from the third party; (ii) modify the Work to avoid infringement; or (iii) discontinue the Work that caused such infringement. If the Parties mutually agree that the products cannot be repaired, replaced, or made non-infringing within thirty (30) days after Venture receives Client's written notice of nonconformance, Client's sole and exclusive remedy for nonconformance shall be, at its option, (x) rejecting the nonconforming products, or (y) terminating this Agreement upon written notice to Venture.
- (d) **Scope.** The foregoing limitations, exclusions, disclaimers, and remedies shall apply to the maximum extent permitted by Law, even if any remedy fails its essential purpose.

10. **Data Management and Security**

- (a) The Parties acknowledge and agree to the additional terms and conditions related to data management and security as set forth in Exhibits A (Information Security and Data Protections Procedures) and B (Background Check Investigation Procedures) hereto.
- (b) **Client Data.** Client warrants that it has the right to use and to have Venture use on behalf of Client any data provided to Venture or its Affiliates by Client including specifically customer names, identifying information, addresses and other contact information and related personally identifiable information (collectively, "Client Data"). Client further warrants that it will designate on the applicable SOW if Client Data provided pursuant to that SOW is subject to HIPAA, Gramm-Leach-Bliley or other statutes requiring enhanced data protection or enhanced data security procedures.
- (c) **Venture Handling of Client Data.** Venture warrants that it will handle, process, and utilize all Client Data in accordance with Laws. Venture shall not be responsible for the loss or destruction of any Client Data unless solely due to the negligence or willful misconduct of Venture. If Client is (i) hosting software on its own behalf or through a third party or (ii) installing the software provided by Venture on Client's premises, Venture will not be responsible for any breach of data security, loss of confidential information, or loss of Client Data caused solely and directly by the negligence or willful misconduct of Client. In order to maintain a fully supported secure environment for Client Data during the Term, Venture may need to upgrade or transition its hardware or software. Venture will coordinate such upgrade or transition with Client and will provide advance written notice of such, and the Parties shall each be responsible, respectively, for their portion of the upgrade and/or transition cost(s).

11. **Intellectual Property**

- (a) **No Transfer of Intellectual Property.** This Agreement will not transfer, modify, or change any Party's rights to Intellectual Property. Accordingly, Client hereby retains sole and exclusive ownership of and rights to all Intellectual Property presently owned and/or later developed by Client. Venture hereby retains sole and exclusive ownership of and rights to all Intellectual Property presently owned and/or later developed by Venture.
- (b) **Definition.** "Intellectual Property" means (i) all discoveries and inventions (whether or not patentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations in part, revisions, extensions, and reexaminations thereof; (ii) all trademarks, service marks, trade dress, logos, commercial symbols, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (iii) all works (whether or not copyrightable), all copyrights, and all applications, registrations, and renewals in connection therewith; (iv) all work products, derivative works and all applications, registrations, and renewals in connection therewith; (v) product, software, processes, designs, or enhancements and other

technological developments and production techniques whether or not the subject of statutory trade secret protection, letters patent, or pending patent applications, including without limitation, inventions, discoveries, improvements and software code, whether or not patentable, conceived by any Party hereto; (vi) all know-how, trade secrets and confidential business information (including ideas, research and development, know how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, notes, documents, software, specifications, customer and Venture lists, pricing and cost information, and business and marketing plans and proposals); (vii) all computer software (including data and related documentation); (viii) all other proprietary rights; and (ix) all copies and tangible embodiments thereof (in whatever form or medium).

- (c) **Transfer of Deliverables.** Without limiting the generality of the foregoing, the Parties agree that Client will obtain all rights to the printed deliverables provided hereunder and Venture owns or will own the Intellectual Property of Venture, including without limitation, all systems and modifications, upgrades, and enhancements thereto (including without limitation, all web source code) related to the Work, for the avoidance of doubt excluding any Client Intellectual Property, whether made during the Term of this Agreement or otherwise.
- (d) **No Right to License Intellectual Property.** Unless otherwise provided in a SOW, (i) Client shall not have the right or license to reproduce, modify, create derivative works, display, or distribute any Venture Intellectual Property contained in any products, or license or otherwise permit any third party to any of the same; and (ii) Venture shall own all such Intellectual Property rights, whether created solely by Venture or jointly with Client.
- (e) **Authorization to Use Client IP.** Client hereby authorizes Venture to use the Intellectual Property of Client provided or specified for use or reproduction by Venture in this Agreement ("Client IP") as necessary or appropriate for the performance of the Work and Client represents and warrants that Client has the right to authorize Venture to incorporate such Client IP into the Work. Client authorizes Venture to place any necessary or appropriate markings on the Work related to Intellectual Property owned by or licensed to Venture.
- (f) **Intellectual Property Assistance.** If Venture elects, in its sole discretion, to seek patent or other protection with respect to any Venture Intellectual Property, Client shall cooperate fully and promptly with Venture or its Affiliate, as applicable, during the Term and after the expiration or termination of this Agreement in the application for patents or other protection therefor, in the U.S.A. and any foreign countries, in the name of Venture or its assignees, and Client shall promptly execute and deliver any documents or instruments requested by Venture to accomplish such efforts. Further, Client shall assist and cooperate with Venture, at Venture's expense, in any controversy or legal proceedings relating to Intellectual Property.

12. **Force Majeure**

- (a) **Effect of Force Majeure.** Each Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to an event of Force Majeure (as defined below). If a Party wishes to claim protection in respect of an event of Force Majeure, it shall notify the other Party of the nature of the Force Majeure and shall thereafter keep such Party reasonably informed of the effects of the Force Majeure. The affected Party shall use commercially reasonable endeavors to mitigate the effects of the Force Majeure, which may include sourcing alternative materials, modifying pricing under this Agreement or the applicable SOW, obtaining substitute sources of services, and procuring new equipment to satisfy its obligations hereunder. Each Party shall endeavor to resume substantially standard performance under this Agreement as soon as reasonably practicable.
- (b) **Definition of Force Majeure.** For the purpose of this Agreement, "Force Majeure" shall mean any circumstance not within the reasonable control of the affected Party. For clarity, Force Majeure shall include, without limitation, (i) natural calamities and acts of God (such as fires, contaminations, earthquakes, lightning, cyclones, hurricanes, floods, droughts, or such other extreme weather or environmental conditions, geological or ground conditions, epidemic, pandemic, famine, and plague); (ii) acts of government authorities, acts of war (whether declared or undeclared), invasion, acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage; (iii) cyberattacks and other hostile or offensive attempts to improperly access computer information systems, infrastructures, computer networks or devises, data, functions and other systems; and (iv) accidents and delays caused by third parties, as well as

strikes, lockouts, work stoppage, material shortages, significant fluctuations in raw material markets, unusual and severe price instabilities, labor disputes, labor shortages, and similar action by workers related to or in response to the terms and conditions of employment.

13. Notices

- (a) **Notice.** All notices, consents, waivers, and other communications that are required to be given or may be given pursuant to the terms of this Agreement ("Notice") shall be in writing signed by the Party giving notice or by counsel for such Party and shall be sufficient in all respects if delivered in person, or mailed by registered or certified mail, postage prepaid, or sent by a commercial expedited delivery service, to the address provided above, as applicable or such replacement address as any Party hereto shall have designated by Notice to the other Party as provided herein. All Notices to Venture shall also be sent to Venture Solutions, Inc., Attn: Chief Legal Counsel, 1725 Roe Crest Drive, North Mankato, Minnesota 56003. Communications related to general ongoing business matters, amendments to agreements, invoicing and pricing may be made by email.
- (b) **Receipt Requirements.** Any Notice shall be effective when the Party giving the Notice has complied with Section 13(a) and when received by the Party specified to receive such notice. A Notice is deemed to have been received (i) upon receipt as indicated on the signed receipt, if given by hand or sent by registered or certified mail or commercial expedited delivery service; or (ii) if the Party to whom Notice is sent refuses delivery or if the Notice cannot be delivered due to a change in address for which no Notice was provided, then upon rejection, refusal, or inability to deliver. Notwithstanding the foregoing provisions, if any Notice is received after 5 p.m. on any business day or on any day other than a business day where received, the Notice shall be deemed to have been delivered at 9 a.m. on the following business day.

14. Dispute Resolution

- (a) **Executive Review.** Each Party shall have the right, at any time after initial good faith efforts have failed to resolve any procedural or substantive dispute, controversy, difference, or question that arises out of, touches upon, or relates in any way to this Agreement ("Dispute") to request review of the matter by an executive officer of each Party ("Executive Review"). Either Party may exercise its right to request an Executive Review by delivering written notice to the other Party, specifying the context, scope, and effects of the cause of the Dispute and proposing one or more options to resolve the Dispute. The executive officers of each Party shall meet virtually or in person within ten (10) days of the date such notice is received and, if not resolved during such meeting, shall engage in good faith efforts to resolve the dispute within ten (10) days after such meeting.
- (b) **Venue.** Any legal action arising out of or relating to this Agreement shall be commenced in a federal court in Minnesota or in state court in Nicollet County, Minnesota, and the appellate courts thereof, and each Party hereto irrevocably submits to the sole and exclusive jurisdiction and venue of any such court in any such suit, action, or proceeding.
- (c) **Governing Law.** The validity, construction, and performance of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota applicable and related to contracts executed in and performed entirely within such state, without regard to principles of conflict of laws or statutes thereof.
- (d) **Waiver of Jury.** To the fullest extent permitted by law, the Parties hereby knowingly, voluntarily, and irrevocably waive any right to have a jury participate in the presentation, deliberation, settlement or resolution of any dispute or legal action, whether in contract, tort, or otherwise, between the Parties or any of their respective Affiliates arising out of, associated with, related to or incidental to this Agreement.
- (e) **Attorneys' Fees.** If any litigation shall be commenced to enforce, or relating to, any provision of this Agreement, or any collateral documents, the prevailing Party shall be entitled to an award of reasonable attorneys' fees (including fees related to the services of in-house counsel) and reimbursement of such other costs as it incurs in prosecuting or defending such litigation.

15. General Terms

- (a) **Assignment.** This Agreement and all SOWs, and the rights, interests, and obligations related thereto may not be assigned to a non-Affiliate, third party by either Party (whether by operation of law or otherwise) without the prior written consent of the other Party. Any purported assignment in violation of this Section is void. For purposes of this Section, any merger, consolidation, corporate restructure, or sale of assets or corporate interests by either Party shall not be deemed an assignment. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.
- (b) **Subcontracting.** Venture may subcontract the performance of its obligations under this Agreement to other parties; provided that, Venture shall remain responsible for the performance of any subcontracted obligations as if the actions or inactions of any subcontractor were the actions or inactions of Venture.
- (c) **Waiver.** No waiver by either Party of any breach of, or of compliance with, any condition or provision of this Agreement by the other Party will be considered a waiver of such condition or provision at another time or of any other condition or provision.
- (d) **Non-Solicitation.** During the Term and for twelve (12) months thereafter, the Parties shall not hire (or solicit for or induce the termination of the employment) any employee of the other Party who becomes known to such Party in connection with the performance of this Agreement, without the prior written approval of the other Party. The foregoing will not prohibit either Party from employing any individual who applies for a position in response to an internal posting, employment advertisement, or other general solicitation of employment.
- (e) **Independent Contractor.** Venture is an independent contractor, and is not an employee, agent, partner, or joint venturer of Client. Neither Party has nor shall have any authority to bind or represent the other Party in any matter. While Client shall identify and request the Work to be performed, Venture shall determine the means and method for accomplishing the Work. Client is not responsible for withholding, and shall not withhold, FICA or any other employment-related taxes of any kind from any payments made to Venture. Neither Venture nor its employees shall be entitled to receive any benefits which employees of Client are entitled to receive, nor shall Venture or its employees be entitled to receive from or through Client any workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or social security on account of Work performed under this Agreement.
- (f) **Entire Agreement.** This Agreement, together with the SOWs, sets forth the entire agreement and understanding of the Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understandings of every and any nature among them. This Agreement shall be effective only when signed by the Parties. Neither Party shall be bound by any condition, definition, warranty, or representations, other than as expressly set forth or provided for in this Agreement, or as may otherwise be set forth in writing and signed by the Party to be bound thereby. This Agreement, including any SOW, may only be amended, supplemented, or modified, by agreement in writing signed by both Parties.
- (g) **Inconsistent Documents Ineffective.** Except as may be otherwise expressly stated in this Agreement or a SOW executed by the Parties, no terms and conditions presented in a proposal, purchase order, acceptance, or any other similar document provided by either Party to the other, nor any electronic click-wrap, terms of use or similar online consent or acceptance language accompanying or set forth as a prerequisite to any electronic interface or utility associated with any Work, shall be deemed to amend the terms hereof and any such contradictory or additional terms shall be ineffective. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in any other document, the terms and conditions of this Agreement shall control, unless the Parties have expressly provided in this Agreement or such other document that a specific provision in this Agreement is superseded or amended, in which case this Agreement shall be so superseded or amended, but only with respect to such document.

- (h) **Severability.** If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable that provision shall be enforced to the greatest extent permissible so as to effect the intent of the Parties, and the legality, validity, and enforceability of the remaining provisions shall in no manner be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties will negotiate in good faith to amend this Agreement to replace the illegal, invalid, or unenforceable provision with legal, valid, and enforceable language that as closely as possible reflects such intent.
- (i) **Construction and Interpretation.** The Parties acknowledge that this Agreement and each SOW are the result of negotiations between the Parties and that this Agreement, and each SOW, shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement or based on a Party's undertaking of an obligation under this Agreement. No provision hereof shall be construed as a limitation or modification of any other provision hereof. Unless otherwise specified in the relevant provision, "including" means "including without limitation" and no exclusion of unlisted items shall be inferred from their absence.
- (j) **Counterparts; Signature.** This Agreement may be executed in any number of counterparts, which when taken together shall constitute an original document, and shall become effective when signed by each of the Parties. This Agreement may be accepted, executed, or agreed to through the use of an electronic signature or other reasonably reliable means in accordance with the Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act, or any applicable state or local jurisdictional laws and will be deemed an original and will be binding on the Parties in the same manner and shall have the same legal validity and enforceability as if it were physically or manually accepted, executed, delivered, or agreed (including, but not limited to, "wet-ink" signatures). The Parties hereby consent to the use of any third-party electronic signature capture service as may be reasonably selected by Venture.

EXHIBIT A

INFORMATION SECURITY AND DATA PROTECTIONS PROCEDURES

This Information Risk Management (“IRM”) Control Exhibit (“Exhibit”) describes IRM process and control requirements that must be implemented and maintained by Venture at its own cost and expense, on the effective date of the Agreement and throughout the term of such Agreement. These minimum requirements are intended to ensure that reasonable administrative, technical, and physical safeguards and measures are in place to protect against unauthorized access, acquisition, use, theft, misuse, disclosure, manipulation or reproduction or Breach of Security with respect to all Confidential Information.

Without limitation, this Exhibit is designed to comply with the requirements of all applicable state and/or federal laws and regulations pertaining to the protection of Confidential Information; including, but not limited to, Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801 *et seq.*, and any regulations adopted thereto, including Regulation S-P, and M.G.L. ch. 93H, and any regulations adopted thereto, including the Massachusetts Standards for the Protection of Personal Information (201 C.M.R. 17.00 *et seq.*) and comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64).

The requirements set forth herein are based on domestic and international standards, applicable legislation and regulation, including but not limited to:

- International Organization for Standardization 27002(ISO/IEC 17799:2005)
- Legal and regulatory requirements, including but not limited to:
 - Gramm-Leach Bliley Act (“GLB 501b – Standards for Safeguarding Client Information”) and implementing legislation and regulations
 - Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth, (201 CMR 17:00 *et. seq.*)
 - The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)

In addition to the requirements identified in this Exhibit, Venture agrees to all commercially reasonable and appropriate methods, consistent with industry standards, identified best practices and applicable legal and regulatory guidance relating to information privacy and data security, in order to ensure the security, integrity and confidentiality of Confidential Information. Such methods must be consistent with the safeguards for the protection of personal information or information of a similar character set forth in any state or federal law or regulation, and must apply to Confidential Information, whether in electronic or paper form. A breach of the requirements set forth in this Exhibit may result in Client not having an adequate remedy at law, consequently Client has the right to seek injunctive relief for a breach or threatened breach of this Exhibit.

Technical Control Requirements:

1. Systems and systems media that store, process, or transmit Confidential Information, target systems, must be protected against unauthorized access, acquisition, use, theft, loss, disclosure, manipulation, damage or interference to the security, confidentiality or integrity of such information. Controls must be in place to address the following:
 - a. Reasonable security perimeters shall be used to protect areas that contain Confidential Information and information processing facilities.
 - b. Reasonable physical protection against damage from fire, flood, earthquake, explosion and other forms of natural or man-made disaster shall be designed and applied.

- c. Physical protection and guidelines for working in secure areas shall be designed and applied.
- 2. Systems and systems media that store, process, or transmit Confidential Information, must also be protected to prevent against unauthorized access, acquisition, use, theft, misuse, disclosure, manipulation, loss, damage, theft or other compromise of the security, confidentiality or integrity of Confidential Information. Controls must be in place to address the following:
 - a. Systems shall be sited or protected to reduce the risks from environmental threats and hazards, and opportunities for unauthorized access or use.
 - b. Intrusion Detection Systems (IDS) /Intrusion Prevention Sensors (IPS) are actively maintained, monitored, retained for a minimum of 90 days.
 - c. To protect the confidentiality, security and integrity of Confidential Information, detection, prevention, recovery controls and user awareness procedures must be implemented to protect against malicious code and vulnerabilities.
- 3. To ensure the confidentiality, security and integrity of Confidential Information in networks and the protection of the supporting infrastructure, controls must be in place to address the following:
 - a. Networks and infrastructure components shall be adequately managed and controlled, in order to protect Confidential Information from all identified or reasonably anticipated threats or hazards, and to maintain security for the systems and applications using the network and infrastructure component, including Confidential Information in transit and at rest.
 - b. Media containing Confidential Information shall be protected against unauthorized access, acquisition, use, theft, loss, disclosure, manipulation or other compromise during transportation beyond the organization's physical boundaries and include appropriate tracking mechanisms.
- 4. To ensure authorized user access and to prevent unauthorized access to or use of information systems processing, transmitting or storing Confidential Information, the following controls must be in place:
 - a. All authorized users must have a unique identifier (user ID) for their personal use only, and a suitable authentication technique shall be implemented and maintained to substantiate the claimed identity of a user.
- 5. To protect the security, confidentiality and integrity of Confidential Information and to prevent errors, loss, unauthorized modification or misuse of Confidential Information in applications, controls must be in place to address the following:
 - a. Data input to applications shall be validated to ensure that data is correct and appropriate.
 - b. Data output from an application shall be validated to ensure that the processing of stored information is correct and appropriate to the circumstances.
 - c. Access to program source shall be restricted.
 - d. The implementation of changes shall be controlled by the use of formal change control procedures.

Managerial Control Requirements:

- 6. To ensure authorized user access and to protect the confidentiality, security and integrity of Confidential Information and to prevent unauthorized access to or use of information systems processing, transmitting or storing Confidential Information, controls must be in place to address the following:

- a. The allocation and use of privileges shall be restricted to those individuals with a legitimate need to know or have such privileges in order to perform the Services and such privileges must be controlled by an owner / steward responsible for granting privileges to appropriate individuals.
 - b. Management shall review users' access rights at regular intervals and areas of responsibility shall be segregated to reduce opportunities for unauthorized access or use or unintentional modification or misuse of Confidential Information;
 - c. Users shall only be provided with access to the services that they have been specifically authorized to use.
7. To ensure the confidentiality, security or integrity of Confidential Information the following controls must be in place:
- a. Rules for the acceptable use of information and assets containing Confidential Information shall be identified, documented, and implemented.
 - b. All employees of the organization and, where applicable, contractors and third-party users shall receive appropriate awareness training and regular updates in organizational policies and procedures.
 - c. All Venture employees, contractors and users are prohibited from removing Confidential Information from secure areas in any form regardless of the form and media used, unless explicit consent has been granted by Client, and further provided that Client requirements pertaining to such information have been maintained.

Operational Control Requirements:

8. To ensure immediate notification to Client in the event of a Breach of Security, as defined in the Agreement, of Confidential Information, Venture must implement and maintain the following controls:
- a. Information security events that could cause a Breach of Security of Confidential Information must be reported to Client promptly.
 - b. All Venture employees, contractors and users of information systems and services must be required to note and report any observed or suspected security weaknesses in systems or services and must be required to report any actual or suspected Breach of Security of Client Confidential Information.
 - c. Venture must cooperate with Client in the investigation, documentation, and collection of evidence with respect to any information security incident of Breach of Security involving Confidential Information.
9. To reduce interruptions to business activities and to protect Confidential Information from the effects of major failures of information systems or disasters and to ensure their timely resumption, a process shall be developed and maintained for disaster recovery that includes the information security requirements as specified in the Agreement.

Breach of Security:

10. Notwithstanding anything contained herein to the contrary, Venture will promptly notify Client of any circumstances involving (i) a Breach of Security of Confidential Information or (ii) a reasonable belief by Venture that there may be a Breach of Security of Confidential Information (the "Notification"). In addition to the Notification, no later than three (3) business days after detection or notification of a Breach of Security, Venture will also provide Client with a report (the "Report") summarizing the Breach of Security which will include, at a minimum, the following information: date, time, description, how the Breach of Security was detected, systems and or data, including but not limited to Confidential Information, subject to unauthorized access, root cause,

corrective action taken to date and any additional planned or required corrective actions. Such Report must contain sufficient detail to enable Client to comply with any and all legal and regulatory requirements resulting from such Breach of Security. For purposes of this Agreement, "Breach of Security" means any unauthorized access to or use of Confidential Information, whether by internal or external source, and whether such Confidential Information is in electronic, paper or any other format, including without limitation, the following: unauthorized access to or use of Confidential Information while located on a computer, server, website, database; interception of Confidential Information while in transit over the Internet, unauthorized access to, acquisition or use of paper files, or unauthorized use of an ID or password. The Notification required hereunder will be communicated by phone and by facsimile, and the Report will be communicated by facsimile and overnight delivery service to the address set forth in the notice section of the Agreement.

EXHIBIT B

BACKGROUND CHECK INVESTIGATION PROCEDURES

Venture shall, at no additional cost to Client, comply with the required pre-screening measures, listed below, for all of Venture's key personnel with access to Client's Confidential Information or assigned to work at Client's premises. Venture understands that Venture shall be solely responsible for compliance with all local, state and federal laws and regulations applicable to the required Screening Measures, as defined below, and Venture's personnel.

- (1) **Screening Measures.** Upon hiring, for any employee performing Services under this Agreement, to the maximum extent permitted under applicable law, Venture shall perform the following screening activities: (a) a drug screen upon hiring and promptly following any work-related accident; (b) a criminal background check that includes disclosure of any conviction of a financial-related crime (including any crime of dishonesty, breach of trust or money laundering) or a felony including the use of the following databases: SSN Trace with Past Address and AKA Search; County Criminal Records Search; National Sex Offender Record Search; National Criminal Record Search; Office of Foreign Asset Control (OFAC); Fraud and Abuse Control Information Service Level 3 (FACIS 3) and (d) a determination that the individual's employment complies with relevant immigration law, (collectively, "Screening Measures").
- (2) **Restrictions.** Venture's personnel may not begin work under this Agreement if any of the required Screening Measures, as set forth above, have not been conducted or if there are disclosed or undisclosed criminal convictions, or pretrial diversion, which violate FDIC Section 19 guidelines (acts of dishonesty or breach of trust, theft).
- (3) **Additional Verification.** At Client's written request, with respect to any Venture personnel assigned to work for Client under this Agreement and specified in such written request, Venture shall verify in writing that the required screening measures were conducted and that no criminal offenses which violate FDIC Section 19 guidelines were discovered.