



MASTER SERVICES AGREEMENT

RECITALS

WHEREAS, Princeton HR is engaged in the business of providing a full range of human resource services, including strategy development, talent strategy, talent management, coaching, leadership development and team effectiveness, and interim coverage and start-up company support; and

WHEREAS, Client desires to retain Princeton HR to perform the human resource services as hereinafter set forth;

WHEREAS, it is the intention of the parties to establish this Agreement to govern the respective rights, duties and obligations of the parties with respect to the services and matters related thereto.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties have agreed and do agree as follows:

AGREEMENT

1. **Statements of Work and Services.** This Agreement shall apply to the delivery of human resource services and functions as further described in Statements of Work (“SOW”) that may be proposed and approved by the parties. Any such approved SOW shall be incorporated herein by reference (the services and functions described in any SOW are hereafter referred to as the “Services”). In the event that the scope of the Services is expanded, revised, or modified, for any SOW incorporated herein, the parties shall prepare and sign an amended or new SOW (or Change Authorization Order in accordance with Section 4 below), which likewise shall be attached hereto and incorporated herein by reference. Absent the execution of a SOW, this Agreement does not, in and of itself, represent a commitment by Client to receive any Services from Princeton HR or pay Princeton HR any fees.

2. **Term of Agreement.** The term of this Agreement will commence on the Effective Date set forth above and will continue until terminated by either party as provided below (“Term”). In the event that the SOW provides for a different Term, the SOW Term will control for that specific SOW only. This Agreement may be terminated in accordance with the provisions of Section 12 hereof.

3. **Fees and Payment Terms.** In exchange for the Services performed by Princeton HR, as set forth in any SOW, Client agrees to compensate Princeton HR at the rates identified in the fee schedule set forth in a SOW. Such rates are exclusive of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with any of the Services rendered herein. Client will pay all undisputed invoices within thirty (30) days of receipt thereof.

4. Change Orders or Out of Scope Services. To the extent that Client requires or requests additional services or services that exceed the Services set forth in any SOW incorporated herein, Princeton HR will charge an additional fee for such additional services or out of scope work. Fees for such additional services or out of scope work will be set forth on a revised SOW which will also provide a description of the changed or additional service(s) being requested. Once a revised SOW is signed by both parties, it will be incorporated into the Agreement and have the same legal effect as the original SOW that is incorporated into the Agreement.

5. Ownership of Materials Related to Services. Client shall have all right, title, and interest, including worldwide ownership of all rights, in, to any information, concepts or strategies, specific to Client only, as specified in any SOW (the "Work Product"). By way of clarification, Client's ownership of the Work Product is limited to Work Product that is unique and specifically developed for Client by Princeton HR. Client's ownership of Work Product does not include any materials, technologies, applications or other ideas, methodologies, methods, techniques, concepts or know-how whatsoever which are utilized by Princeton HR in provision of the Work Product to Client, but which are or may also be utilized by Princeton HR in conjunction with deliverables to other Princeton HR clients, with all such rights related thereto being expressly retained by Princeton HR.

6. Independent Contractor. The parties enter into this Agreement as independent contractors and nothing within this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between the parties. Each party shall be solely responsible for payment of all compensation owed to its employees, including all applicable federal, state and local employment taxes and will make deductions for all taxes and withholdings required by law.

7. Confidential Information.

A. Client Confidentiality Obligations. Client understands and acknowledges that Princeton HR may, from time to time, disclose "Confidential Information" to Client. For purposes of this Agreement, the term "Confidential Information" shall include but not be limited to any nonpublic and/or proprietary information or materials relating to Princeton HR's human resource services, strategies, techniques and/or activities, technologies developed by Princeton HR, pricing information, Client list, education, background, experience, and/or skills possessed by Princeton HR employees/contractors, or any information which Princeton HR marks or identifies as "confidential" at the time of disclosure or confirms in writing as confidential within a reasonable time after disclosure. Further, Princeton HR's Confidential Information shall include the terms set forth in this Agreement, all of which shall remain the property of Princeton HR and shall in no event be transferred, conveyed, or assigned to Client as a result of the services provided pursuant to this Agreement. Client agrees: (i) not to use any Confidential Information for its own use or for any purpose other than the specific purpose of completing the Services; (ii) not to voluntarily disclose any Confidential Information to any other person or entity; and (iii) to take all reasonable measures to protect the secrecy of, and avoid disclosure or use of the Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have such Confidential Information. The foregoing duty shall survive any termination or expiration of this Agreement.

B. Princeton HR Confidentiality Obligations. Princeton HR understands and acknowledges that Client may, from time to time, disclose to Princeton HR proprietary ideas, concepts, expertise, and technologies developed by Client (collectively "Client's Confidential Information"). Client may further provide to Princeton HR documentation, reports, memoranda, notes, drawings, plans, papers, recordings, data, designs,

materials, or other forms of records or information relating to Client's business operations (collectively "Confidential Trade Information"). Princeton HR agrees: (i) not to use any Client Confidential Information or Confidential Trade Information for its own use or for any purpose other than the specific purpose of completing the Services; (ii) not to voluntarily disclose any Client Confidential Information or Confidential Trade Information to any other person or entity; and (iii) to take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Client Confidential Information and/or Confidential Trade Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have such Client Confidential Information and/or Confidential Trade Information. The foregoing duty shall survive any termination or expiration of this Agreement.

C. Restricted Use of Confidential Information. In no event shall either party use the other's Confidential Information to reverse engineer or otherwise develop products, technologies or services functionally equivalent to the products, technologies or services of the original owner of such Confidential Information.

D. Information Not Confidential. The following shall not be considered Confidential Information for purposes of this Agreement: (a) Information which is or becomes in the public domain through no fault or act of the receiving party; (b) Information which was independently developed by the receiving party without the use of or reliance on the disclosing party's Confidential Information; (c) Information which was provided to the receiving party by a third party under no duty of confidentiality to the disclosing party; or (d) Information which is required to be disclosed by law with no further obligation of confidentiality, provided, however, prompt prior notice thereof shall be given to the party whose Confidential Information is involved.

E. Remedies for Disclosure. The parties agree that the disclosure of any of the foregoing Confidential Information by either party shall give rise to irreparable injury to the owner of the Confidential Information, inadequately compensable in monetary damages. Accordingly, the non-disclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.

8. Non-Solicitation of Employees/Contractors. Client shall not, during the Term of this Agreement and for a one (1) year period following termination thereof (hereafter the "Non-solicitation Period"), either directly or indirectly (except through Princeton HR) solicit, hire, or contract with any individual who is or was (whether by termination, separation or otherwise) an employee or contractor of Princeton HR (a "Representative") during the Term and any extension thereof. In the event that Client desires to directly hire a Representative during the Non-solicitation Period, Client must first seek Princeton HR's consent to directly hire the Representative and to speak with the Princeton HR Representative about the employment opportunity. In the event that Princeton HR grants Client the option to directly hire a Representative, and the Representative accepts an offer of employment from Client, the parties shall discuss issues related to the Representative's transition to Client. The Representative's start date will be mutually agreed upon by Client and Princeton HR in writing.

9. Representations and Warranties.

A. Mutual Representations and Warranties. Princeton HR and Client each represent and warrant to the other party, that at all times during the Term of this Agreement, that the execution, delivery and performance of this Agreement by such party:

- i. Has been duly authorized by all necessary corporate action on the part of such party;
- ii. Does not conflict with, or otherwise violate the articles of incorporation, by-laws or operating agreement of such party;
- iii. Does not violate the terms of, and shall not result in a breach of, constitute a default under or otherwise give rise to a right of termination by any other party to any material agreement by which such party is bound;
- iv. Does not violate any law, regulation, rule, judgment, or decree of any governmental authority having jurisdiction over such party; and
- v. Constitutes a valid and legally binding obligation of such party enforceable in accordance with its terms.

B. Client Representations and Warranties. Client represents and warrants to Princeton HR, that at all times during the Term of this Agreement that:

- i. Its actions are and will be in full compliance with all laws;
- ii. Client owns, or has the right to use under valid and enforceable agreements, all Confidential Information and Confidential Trade Information reasonably necessary for and related to the performance of the Services;
- iii. Client has, and will maintain throughout the Term of this Agreement, all licenses, franchises, permits, authorizations and approvals necessary for the conduct of its business and performance of this Agreement in accordance with all laws;
- iv. There are no actions, suits, or proceedings pending and Client has no actual or imputed knowledge of any threatened claims against Client alleging infringement, misappropriation or other violation of Confidential Information or Confidential Trade Information related to any information contemplated for use under this Agreement;
- v. Client is not now and during the Term of this Agreement will not be in default with respect to any order, writ, injunction, agreement or decree of any governmental authority which would adversely affect Client's right or ability to enter into or perform its obligations under this Agreement; and
- vi. No representation or warranty contained in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not materially misleading.

10. Warranty of Services. Any warranty offered by Princeton HR for Services provided herein shall be set forth in the SOW. In the absence of any warranty language in the SOW, Princeton HR warrants that all Services performed pursuant to this Agreement will be performed in accordance with the general standards and industry practices in existence at the time the Services are being performed. IN THE EVENT THAT THERE IS NO WARRANTY SET FORTH IN THE SOW, THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED,

ORAL OR WRITTEN, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT APPLICABLE.

11. Limitation of Liability. Client agrees that Princeton HR shall not be liable to Client, or any third party, for any incidental, consequential, special, exemplary or punitive damages, however caused, and Client agrees to indemnify and hold Princeton HR harmless against such liabilities, claims, losses, damages or expenses (including attorney fees and costs), or actions in respect thereof, asserted or brought against Princeton HR by or in right of third parties. For purposes of this Agreement, incidental or consequential damages shall include, but not be limited to, loss of anticipated revenues, income, profits or savings; loss of or damage to business reputation or good will; loss of Clients; loss of business or financial opportunity; or any other indirect or special damages of any kind categorized as consequential or incidental damages under New Jersey law.

The Client acknowledges and agrees that Princeton HR's liability hereunder shall be to either correct any non-conforming Services or to refund amounts paid by Client to Princeton HR. Princeton HR's liability for any damages hereunder shall in no event exceed the amount of fees paid by Client to Princeton HR for the alleged non-confirming Service(s).

12. Termination.

A. Termination of Agreement Without Cause. Either party shall have the option to terminate this Agreement, without cause, by providing written notice at least thirty (30) days in advance of its intent to terminate the Agreement without cause on the date specified in the notice. In the event that a SOW provides for a different termination notice period, the SOW termination clause will control for that specific SOW only.

B. Termination for Cause. If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement, then that party may provide written notice to the other party describing the alleged failure in reasonable detail. If the breaching party does not, within thirty (30) calendar days after receiving such written notice, either: (a) cure the material failure, or (b) if the breach is not one that can reasonably be cured within thirty (30) calendar days, undertake all commercially reasonable steps to cure such breach; then the non-breaching party may immediately thereafter terminate this Agreement, in whole or in part, for cause by providing written notice to the breaching party.

C. Termination for Bankruptcy. Either party shall have the immediate right to terminate this Agreement, by providing written notice to the other party, in the event: (i) the other party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of the other party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

D. Continuation of Services. Princeton HR will continue to perform Services during the notice period unless otherwise mutually agreed upon by the parties in writing. Upon termination by either party, Client will pay Princeton HR for all services performed and charges and expenses reasonably incurred by Princeton HR in connection with the services provided under this Agreement through the date of termination.

E. Post-Termination Completion of SOW. In the event that there is a continuing need for any Services identified in a SOW, after the expiration of this Agreement and Client requests, in writing, to have Princeton HR complete the Services, this Agreement will automatically renew for the period of time that it takes for the completion of such Services.

F. Payments Due. The termination of this Agreement shall not release either party from the obligation to make payment of all amounts then or thereafter due and payable.

13. Remedies. Each party agrees that the other party will suffer irreparable injury if the covenants and confidentiality provisions of this Agreement are violated, and that the non-breaching party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction. In the event that legal action is required as a result of the breach of this Agreement, the prevailing party shall be entitled to reimbursement of its costs, expenses and reasonable attorney's fees incurred in enforcing the terms of this Agreement.

14. Miscellaneous.

A. Waiver. The rights and remedies provided to each of the parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either party of its right to terminate this Agreement or to enforce any provision of this Agreement for default or violation by the other party shall not prejudice such party's rights of termination or enforcement for any further or other's default or violation or be deemed a waiver or forfeiture of those rights.

B. Mutual Negotiation. The parties agree that this Agreement has been the subject of arm's length transaction. Each party has been given the opportunity to independently review this Agreement with legal counsel and other consultants, and each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions. Each party agrees that in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the drafting of the language of this Agreement will not be attributed to either party.

C. Force Majeure. Neither party will be liable to the other for any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm, pandemic, epidemic, healthcare crisis, or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause which by the exercise of reasonable diligence such party is unable to overcome (each, a "Force Majeure Event"); provided, however that the affected party shall promptly notify the other party of the occurrence of any such Force Majeure Event, as well as the anticipated timing that it expects the event to exist. The affected party shall resume performance promptly upon the cessation of the Force Majeure Event.

D. Notices. All notices required under or regarding this Agreement will be in writing and will be considered if delivered personally, mailed via registered or certified mail (return receipt requested and postage prepaid), given by facsimile (confirmed by certification of receipt) or sent by courier (confirmed by receipt) addressed to the designated parties as first hereinabove set forth.

E. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will remain unimpaired and that provision will be replaced by a mutually acceptable valid, legal and enforceable provision that is closest to the original intent of the parties.

F. Captions. The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

G. Entire Agreement. This Agreement and the SOW(s) and/or CAO(s) incorporated herein constitute the entire agreement between the parties and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement.

H. Amendments. This Agreement and the Exhibits may be amended only by an instrument in writing executed by the parties hereto.

I. Governing Law, Forum and Fee Shifting. This Agreement is made under and will be construed in accordance with the law of New Jersey without giving effect to that state's choice of law rules. The forum for any dispute or litigation arising out of this Agreement shall be in the Superior Court of New Jersey, Mercer County or in the Federal District Court of New Jersey. In the event of litigation concerning the subject matter of this Agreement, the prevailing party shall be entitled to recover all costs incurred by it, including such party's reasonable attorneys' fees and costs.

J. Successors and Third-Party Beneficiaries. This Agreement shall inure to the benefit of Princeton HR and Client and any successors or assigns of Princeton HR and Client. This Agreement may not be assigned, and no third party shall have any rights hereunder.

K. Counterparts. The Parties agree that this Agreement may be signed by manual or facsimile signatures and counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.