

## MASTER SERVICES AGREEMENT

MASTER SERVICES AGREEMENT (the “**Agreement**”) is made this \_\_ day of \_\_\_\_\_, 2024 (“**Effective Date**”) between Cloverhound, Inc. , a North Carolina Corporation with its principal place of business located at 501 N. Church St., Charlotte, NC 28202 (“**Consultant**”) and [REDACTED], a company with its principal place of business located at [REDACTED] (“**Client**”).

**WHEREAS**, Consultant is a provider of professional services and development services, including but not limited to the development of software applications, performed by Consultant as the project manager; and

**WHEREAS**, Client desires to engage Consultant to provide Client with various Services and Consultant desires to provide such Services to Client, pursuant to the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

### 1. SERVICES.

a. **Services.** Consultant agrees to perform services for Client as described in one or more Statements of Work (“**SOW**”), (the “**Services**”), which may include the provision of certain deliverables (“**Deliverables**”). Any conflict or inconsistency between the provisions of this Agreement and any SOW executed by both parties hereto shall be resolved by giving precedence to the executed SOW under which the Services are to be performed and then to this Agreement. Either party may request a change to a SOW, including modification of the Services or specifications for the Deliverables, by submitting such request in writing (a “**Change Order**”). Change Orders shall become effective only when executed by authorized representatives of both parties. Any change in a SOW may result in changes to the fees, proposed project schedule or other terms.

b. **Cooperation.** Each SOW may include a proposed project schedule and Consultant and Client hereby agree to provide the necessary resources in a timely fashion to develop and deliver any Deliverables set forth in the SOW in accordance with the project schedule. Client shall make available to Consultant a designated representative: [REDACTED] (“**Client’s Representative**”), who shall be authorized to make binding decisions for Client regarding the obligations which are the subject of this Agreement, and shall perform or have performed other duties and requirements of Client as set forth in this Agreement or in an applicable SOW. Client understands that Consultant shall rely upon Client’s Representative as having the authority and that all official communications, relating to day-to-day provision of the Services, from Consultant to Client shall be addressed to Client’s Representative, except with respect to formal written notices pertaining to the performance, rights, obligations or breach thereof pursuant to this Agreement or applicable SOW which shall be governed by this Agreement. Consultant will provide Client with progress or status reports in a format and at the scheduled times mutually agreed upon by Consultant and Client as set forth in the SOW.

### 2. PAYMENTS.

a. **Fees.** The amount and schedule for payment of fees for all Services to be performed and Deliverables to be provided by Consultant shall be set forth in each SOW.

b. **Expenses.** Client shall reimburse Consultant for travel, lodging, materials, tools, software and other out-of-pocket expenses incurred by Consultant at the request of and with the pre-approval of Client in writing in connection with performance of this Agreement and any SOW.

c. **Invoices.** Unless otherwise set forth in a SOW, Consultant shall submit invoices to Client for payment for Services and/or Deliverables on a monthly basis or at such time or times as payment becomes due under each SOW. Invoices shall be due for fees not subject to a good faith dispute within 30 days of the invoice date. Late payments for undisputed fees shall accrue interest at a rate of the lesser of one and one-half percent (1.5%) per month

or the highest rate allowed by law. Client's failure to receive or successfully collect payment from its clients shall not relieve Client of its obligations under this Agreement including the obligation to deliver full payment of all undisputed invoices to Consultant in a timely manner.

d. **Remedies.** In addition to any other remedies available to Consultant regarding non-payment of due and undisputed invoices, Consultant will have the right to cease providing any and all Services to Client; however, Consultant will first use commercially reasonable efforts to enter into good faith discussions with Client to resolve the non-payment of such undisputed invoices. Client agrees to continue paying for all undisputed fees associated with all resources assigned to Client during any period in which there is a work stoppage as a result of Client's failure to make timely payment of an undisputed invoice. Upon reaching a mutual agreeable resolution of the non-payment of an undisputed invoice and any related finance charges, Consultant shall resume the Services to Client as set forth in the applicable SOW. However, if Consultant and Client are not able to reach a mutually agreeable resolution within 90 days of the date of the first formal discussion between the parties regarding the undisputed invoice, then Consultant shall have the right to immediately terminate this Agreement and the SOW.

e. **Taxes.** Client and Customer agree that the Services and Deliverables are not subject to sales, use, license or similar taxes of any taxing authority. However, if any taxing authority determines that the Services and Deliverables are subject to such taxes, Client shall, in addition to the other amounts payable under this Agreement, pay all sales, use, license and other taxes (national, state, or otherwise), however designated, which are levied or imposed at any time during the performance of Services under this Agreement. Client shall also remit to the appropriate taxing authority any amounts that Client determines it is obligated to pay as a tax. Client and Consultant shall cooperate as reasonably necessary to address any issues of the taxability or the exemption from taxability of the Services and Deliverables.

### 3. TERM AND TERMINATION.

a. **Term.** This Agreement shall be effective on the Effective Date and thereafter shall remain in effect until terminated pursuant to the provisions of this Section 3.

b. **Termination.**

i. **Termination for Cause.** In the event that either party hereto materially defaults in the performance of any of its duties or obligations under the Agreement or a SOW (except for a default in payments to Consultant) and does not cure such default, or commence a cure (and thereafter diligently prosecutes the same to completion within sixty (60) days after receipt of written notice of the alleged default), within thirty (30) days after being given written notice specifying the default, then the non-defaulting party may, by giving written notice thereof to the defaulting party, terminate the SOW as of a date specified in such notice of termination in accordance with this Section 3.b.i. Termination of a SOW for cause shall have no effect upon any other Statements of Work that may be in effect under this Agreement.

ii. **Termination without Cause.** Either party may terminate this Agreement and/or a SOW without cause at any time upon thirty (30) days prior written notice. Upon receipt of such notice, Client and Consultant will terminate all activities with respect to such SOW(s) in an orderly manner, as soon as practical, or based upon an agreed upon schedule. Termination of a SOW without cause pursuant to this Section 3.b.ii shall have no effect upon any other Statements of Work that may be in effect under this Agreement.

iii. **Termination for Insolvency.** In the event that either party hereto becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement and all Statements of Work as of a date specified in such notice of termination.

c. **Effect of Termination.** Upon termination of this Agreement, Client shall be obligated to pay Consultant for all undisputed fees for Services rendered and completed pursuant to any outstanding Statements of Work through the effective date of such termination upon transfer of all Deliverables in the state of completion to Client. Upon termination of a SOW, Client shall be obligated to pay Consultant for all undisputed fees for Services rendered and completed pursuant to the SOW through the effective date of such termination upon transfer of all Deliverables in the then current state of completion to Client. Upon termination of a SOW, Consultant shall be obligated to reasonably work with Client to transfer all Deliverables to Client, pursuant to the SOW through the effective date of such termination.

d. **Survival of Provisions.** The terms and provisions of this Agreement (including without limitation the provisions of Sections 2, 3.c, .d and .e, 4 and Section 5 through 9, and Exhibit A attached hereto) shall survive the termination of this Agreement, regardless of the date, cause or manner of such termination, in order that such terms and provisions are given full force and effect and afford any and all remedies set forth therein or contemplated thereby.

4. **CONFIDENTIALITY.** During the course of performance of this Agreement, each party may disclose to the other certain Confidential Information as defined below. Each party shall securely hold the other party's Confidential Information in confidence and shall use its best efforts to protect it, and in any event no less than reasonable care or the care it uses for its own Confidential Information. Each party shall not disclose the other party's Confidential Information to any third party, and shall use it for the sole purpose of performing under this Agreement. At the conclusion of each SOW or upon a party's request at any time, each party shall either return the other's Confidential Information in its possession (including all copies) or shall, at the disclosing party's direction, destroy the other party's Confidential Information (including all copies) and certify in writing its permanent destruction to the disclosing party. "**Confidential Information**" means any information (either oral, visual, written, digital or other tangible or intangible form) provided or prepared by a party ("disclosing party") that is provided to, or obtained by the other party (including any director, officer, advisor, employee, agent, or representative) ("receiving party") including but not limited to, that which relates to research, product plans, products, services, clients, markets, software, developments, inventions, processes, designs, drawings, engineering, technical data, know-how, hardware configuration information, marketing or finances of the disclosing party. The term "**Confidential Information**" shall not include any information which: (a) is in the public domain at the time of disclosure or enters the public domain following disclosure through no fault of or breach of this Agreement by the receiving party, (b) the receiving party can demonstrate as already in its possession prior to disclosure hereunder or is subsequently disclosed to the receiving party with no obligation of confidentiality by a third party having the right to disclose it or (c) is independently developed by the receiving party without using the disclosing party's Confidential Information. Either party may disclose the other party's Confidential Information upon the order of any court or government agency having proper jurisdiction; provided that prior to disclosure the receiving party shall inform, to the extent permitted by applicable law, the other party in writing of such order. Each party agrees that its obligations provided in this Section 4 are necessary and reasonable in order to protect the disclosing party and its business, and each party expressly agrees that monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of its covenants and agreements set forth in this Agreement, and that, in addition to remedies at law, disclosing party is entitled to equitable relief as a remedy for any such breach without having to prove damages. If the receiving party remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that it is required to disclose upon advice of legal counsel; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

## 5. OWNERSHIP AND RIGHTS.

### a. Intellectual Property Definitions.

- i. "Client's Business" shall mean professional services, software development, installation or configuration of certain materials, products, software, or documentation associated with projects for Client or customers of Client.

- ii. "Client Materials" During the course of performing a SOW, Client may provide Consultant with any technology, artwork, logos, graphics, video, text, data and other materials owned or licensed by Client.
- iii. "Type A Deliverables" shall mean Deliverables that are specific to Client's Business, including, but not limited to source code and documentation associated therewith. Examples of Type A Deliverables include custom graphics and view templates, custom files, helper modules, model and controller classes, plug-ins and executable specifications and tests.
- iv. "Type B Deliverables" shall mean Deliverables that are not specific to Client's Business, that are portions of third party applications or that are Consultant pre-existing works (any portion of a Deliverable created by Consultant prior to the execution of this Agreement or created for another client), including, but not limited to frameworks, tools, methodologies, and third party source code and documentation associated therewith and generalized ideas, concepts, know-how, methods, techniques, processes, and skills, and adaptations of Deliverables, including generalized features of the sequence, structure and organization of any concepts of the software designs, components, architectures, frameworks and enabling web services embedded in the Deliverables.

**b. Ownership.**

- i. Client Materials. Except as otherwise set forth herein, the right, title and interest in the Client Materials, including, the software, documentation, source code, together with all proprietary rights relating thereto, including, all intellectual property rights such as copyrights and patents are the property of the Client. Client hereby grants to Consultant a perpetual, irrevocable, limited, non-exclusive, non-transferable, worldwide license, to use the Client Materials in order to provide the Services under this Agreement.
- ii. Works-for-hire. Upon payment in full of all fees set forth in this Agreement, Type A Deliverables shall be deemed works-for-hire and shall be the exclusive property of Client. Consultant expressly agrees to assign to Client the copyright and any other intellectual property rights in any Type A Deliverables that do not meet the requirements of a work-for-hire under the U.S. Copyright Act, as soon as such work is fixed in a tangible form or medium upon payment in full of all fees set forth in this Agreement. Additionally, independent of the U.S. Copyright Act, Consultant hereby assigns to client, to the fullest extent possible under the law, all of its right, title and interest, if any, in and to the Type A Deliverables, upon payment in full of all fees set forth in this Agreement. Consultant further agrees to execute and deliver such instrument(s) and to take such action(s) as may be required and/or requested by Client to confirm and/or defend Client's sole and exclusive ownership of the Type A Deliverables upon payment in full of all fees set forth in this Agreement.
- iii. Type B Deliverables. Except as otherwise set forth herein, the entire right, title and interest in and to Type B Deliverables, including, without limitation, the software, documentation, source code, and all modifications to the foregoing, and all portions thereof, together with all proprietary rights relating thereto, including, without limitation, all copyrights, patent and trade secret rights, are owned exclusively or licensed by Consultant. Upon payment in full of all fees set forth in this Agreement, Consultant hereby grants to Client a perpetual, irrevocable, limited, non-exclusive, non-transferable, worldwide license, without the right to grant sub-licenses (except that Client may grant sub-licenses to its affiliates and/or subsidiaries), to use the Type B Deliverables in furtherance of Client's Business but solely in association with the Type A Deliverables. Without limiting the foregoing, Client may not reverse engineer, reverse assemble, decompile, or otherwise attempt to derive the source code from the Type B Deliverables.

- iv. Third Party Interests. Client's interest in and obligations with respect to any programming, materials, software or data to be obtained from third party vendors, whether or not obtained with the assistance of Consultant, shall be determined in accordance with the agreements and policies of such vendors, provided Consultant shall identify such vendors in writing to the Client.

## 6. WARRANTY AND DISCLAIMER.

a. **Warranties and Disclaimer.** Consultant hereby represents and warrants that it shall at all times provide the Services in accordance and compliance with this Agreement and each applicable SOW (including, without limitation, compliance with the terms and conditions in Exhibit A attached hereto and incorporated herein). Each of the parties represents and warrants to the other that (i) it is a legal entity in good standing and that it is authorized to carry on business and to perform the obligations set forth in this Agreement and this Agreement is valid, binding and enforceable against it (subject to applicable principles of equity and bankruptcy and insolvency laws); (ii) it has the full power and ability to grant the rights granted to the other party and their permitted assigns herein; and (iii) it possesses or will possess all necessary rights, licenses and certifications required to grant the rights and to perform its obligations hereunder. THE WARRANTIES SET FORTH IN THIS SECTION 6 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT WHEN OTHERWISE STATED IN A WRITING SIGNED BY THE PARTIES OR OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR APPLICABLE SOW, THE MATERIALS PRODUCED UNDER THE TERMS OF THIS AGREEMENT ARE PROVIDED TO CLIENT "AS IS," THAT IS, WITHOUT WARRANTY OF ANY KIND.

b. **Damages Disclaimer.** EXCEPT TO THE EXTENT SET FORTH TO THE CONTRARY IN A SOW AND EXCEPT TO THE EXTENT PROVIDED HEREINABOVE WITH RESPECT TO DAMAGES ARISING OUT OF A BREACH OF SECTION 4 OR SECTION 7 OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY'S LIABILITY FOR DAMAGES FROM ANY CAUSE OF ACTION WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WILL EXCEED THE FEES PAID BY CLIENT PURSUANT TO AN APPLICABLE SOW UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF USE OF ANY SOFTWARE OR HARDWARE, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST DATA, LOST PROFITS OR REVENUE, OR FOR ANY CLAIM OR DEMAND BY ANY THIRD PERSON, ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF ADVISED OF THIS POSSIBILITY. THE AFOREMENTIONED LIMITATIONS SHALL NOT APPLY TO CLAIMS ARISING FROM A BREACH OF SECURITY OR CONFIDENTIALITY OF PERSONAL DATA OR VIOLATION OF APPLICABLE STATE OR FEDERAL LAW, RULE OR REGULATION RELATED TO SECURITY OR CONFIDENTIALITY OF PERSONAL DATA, ATTRIBUTABLE TO THE ACTS OR OMISSIONS OF CONSULTANT.

## 7. INDEMNIFICATION.

a. **Indemnification of Consultant.** Client agrees to defend, indemnify and hold harmless Consultant, its subsidiaries, affiliates and other related companies, and its and their principals, directors, officers, employees and agents ("Consultant Representatives") from and against any and all liabilities, penalties, claims, demands, suits and causes of action of any nature whatsoever, and any and all damages and out-of-pocket costs and expenses sustained or incurred (including cost of reasonable attorneys' fees), asserted by or on behalf of any third person or entity relating to, arising out of or concerning (i) any actual or alleged material breach of this Agreement by Client; (ii) a negligent or fraudulent act of Client or Client Representatives, or (iii) Client's use of the Deliverables.

b. **Indemnification of Client.** Consultant agrees to defend, indemnify and hold harmless Client, its

subsidiaries, affiliates and other related companies, and its and their principals, directors, officers, employees and agents (“**Client Representatives**”) from and against any and all liabilities, penalties, claims, demands, suits and causes of action of any nature whatsoever, and any and all damages and out-of-pocket costs and expenses sustained or incurred (including cost of reasonable attorneys’ fees), asserted by or on behalf of any third person or entity relating to, arising out of or concerning (i) any actual or alleged material breach of this Agreement by **Consultant**; (ii) a negligent or fraudulent act of Consultant or Consultant Representatives, (iii) Consultant’s improper or misuse of trademarks, Client Materials or other materials supplied by Client, and/or (iv) Consultant’s violation of applicable laws, rules or regulations with respect to the Services rendered pursuant to this Agreement.

8. **INSURANCE.** Consultant agrees to maintain insurance in the following amounts:

General Commercial Liability	US \$1,000,000 Per Occurrence US \$2,000,000 General Aggregate
Umbrella/Excess Liability	US \$5,000,000 Per Occurrence US \$5,000,000 Aggregate
Workers Compensation	Statutory Limit

9. **MISCELLANEOUS.**

a. **Hiring Of Other Party Personnel.** For a period of twelve (12) months from the expiration or termination of each applicable SOW, the parties agree not to solicit the employment of any personnel or agent of the other party who has been directly involved with the delivery of the Services under a SOW unless such other party grants its prior consent in writing. Specific solicitation will not include general solicitations by the parties through the use of advertisements in newspapers, online, trade publications, and other general solicitation efforts.

b. **Independent Contractor.** Consultant is and shall remain an independent contractor and nothing in this Agreement or in a SOW shall be deemed or construed to create an employer/employee, joint venture or partnership relationship between Consultant and Client. Nothing herein shall be deemed or construed to create an employment relationship between Client and any employee, agent or independent contractor of Consultant. Neither party shall have any authority to insure any obligations on behalf of the other party or to bind, make any promise, representation or contract of any nature on behalf of the other party. Unless otherwise stated in the applicable SOW, Consultant shall have sole discretion over the identity of its personnel used to provide the Services, provided that Consultant shall ensure that the personnel are in all cases suitably qualified and experienced and have passed a background check acceptable to Client.

c. **Governing law/Actions.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, without giving effect to its conflicts of law provision. Any action arising under this Agreement shall be brought in state or federal courts located in Charlotte, North Carolina. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COUNSEL WAIVE TRIAL BY JURY IN ANY ACTIONS, PROCEEDINGS, CLAIMS OR COUNTER-CLAIMS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OF THE SERVICES DOCUMENTS.

d. **Force Majeure.** Neither party shall be responsible for any failure to perform, or delay in performing any of its obligations under this Agreement, where and to the extent that such a failure or delay results from causes outside the control of such party. Such causes shall include, without limitation, delays caused by the other party, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, strikes, civil commotion, or the like.

e. **Non-Exclusive Services.** Client acknowledges that Consultant is in the business of providing software design and development services for third parties similar to those provided to Client hereunder, some of

whom may be competitors of Client. Client agrees that Consultant shall at all times have the right to perform services for any third party which may be similar to or the same as the services provided to Client hereunder; provided, however, that Consultant shall not use any Confidential Information, Client Materials and/or any information provided or used in connection with the provision of Services to Client in providing services to or receiving services from third parties.

f. **Resolution of Conflict.** In the event Client submits a purchase order for purchase of Services and/or Deliverables to be provided under this Agreement and a SOW, the terms and conditions of any Client purchase order shall have no effect on this Agreement or the SOW.

g. **Notices.** All notices required shall be in writing and shall be effective on the date of delivery to the parties at the addresses set forth in the preamble of this Agreement, to the attention of the signers of this Agreement and the party's legal department, or to such other address as designated by the parties in writing, and sent via registered U.S. mail (certified first-class, return receipt requested), or by a nationally recognized overnight delivery service.

h. **Reference.** Except as provided herein, no press release, announcement, publication, or other use of the other party's insignia logos, trademarks, tradename or service marks (collectively, the "**Marks**") shall be made by either party without the other party's prior express written approval. All use by either party of the other party's Marks will inure to the benefit of the party owning the Marks. Except to the extent set forth to the contrary in this Agreement, upon termination of this Agreement or applicable SOW, neither party shall have any continuing right to use the other party's Marks and each party shall immediately cease all such use of the other party's Marks. Consistent with the terms of this Agreement, including but not limited to Section 4 (Confidentiality), Consultant may list Client as a Client of Consultant in any Consultant marketing materials, such as, by way of example, representative Client lists, screen shots, case studies and printed and digital sales material, all of which will be prepared in a manner consistent with the highest standards of professionalism and Consultant may include a link to Client's web site on Consultant's web site. Consultant may also list Client's name or logo in government filings, such as tax returns, Securities and Exchange Commission filings or similar documents, to identify Client as a Client of Consultant.

i. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, except either party hereto shall have the right to assign this Agreement and/or any of the rights or duties hereunder to any entity controlling, controlled by or under common control with such party or to another entity in connection with a reorganization, merger, consolidation, acquisition or other restructuring involving all or substantially all of the voting securities or assets of the assigning party. Any purported assignment in violation of this Section shall be null and void and of no force or effect. This Agreement shall be binding upon both parties hereto, their respective heirs, personal representatives, successors, and assigns, and without limitation, any corporate successor by merger, consolidation or other corporate reorganization.

j. **Entire Agreement.** This Agreement, applicable SOWs, Exhibits and its Schedules, which are attached hereto and incorporated herein, constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties. No modification, amendment or other change in this Agreement shall be effective for any purpose unless specifically set forth in writing signed by each party hereto. Either party may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom or practice to the contrary.

k. **No Waiver.** Neither party's failure to exercise any of its rights under this Agreement shall constitute or be deemed to constitute a waiver or forfeiture of such rights or of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

l. **Severability.** If any term or provision of this Agreement is found to be invalid or unenforceable or illegal under applicable law or by a court of competent jurisdiction, such provision shall be narrowly construed to such an extent as is necessary to make it enforceable or, if such narrow construction is not possible, deemed to be deleted with the validity or enforceability of the remainder of this Agreement not effected thereby.

m. **Attorney's Fees.** If either party employs any legal process or action hereunder, the successful party in such legal process or action shall be entitled to recover its reasonable attorneys' fees.

[SIGNATURES FOLLOW ON NEXT PAGE]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized representatives of the parties and shall be effective as of the Effective Date above.

**CONSULTANT**

**CLIENT**

**Cloverhound, Inc.**



By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_