

These General Terms & Conditions of Service (this "**Agreement**") apply to all purchases of services (the "Services") from Trillium Financial, Inc. ("Trillium"). These terms may refer to the customer as "you" or the "Client." This Agreement may refer to the Trillium or the Client as a "Party," or collectively as the "Parties."

By purchasing any Services from Trillium, you agree to be bound by this Agreement, which forms a binding agreement between you and Trillium.

1. ***Applicability.***

- (a) These terms and the accompanying engagement letter and client's acceptance of the engagement letter ("Engagement Letter") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between this Agreement and the Engagement Letter, this Agreement shall govern, unless the Engagement Letter expressly states that the terms and conditions of the Engagement Letter will control.
- (b) This Agreement prevails over any of the Client's general terms and conditions of purchase regardless of whether or when Client has submitted such terms. Fulfillment of the Client's purchase does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend this Agreement.
- (c) Trillium may change this Agreement from time to time. By ordering any Services after Trillium posts any such changes, Client will accept the Agreement as modified.

2. ***Services.*** Trillium shall provide to Client certain outsourced chief financial officer ("CFO") leadership services (the "Services") as described in the Engagement Letter in accordance with this Agreement. Additional engagement letters and/or proposals shall be deemed issued and accepted only if signed or confirmed in writing by Trillium. Although Michael Iverson is a licensed certified public accountant ("CPA"), Client acknowledges and agrees that the Services to be rendered do not and will not involve financial audit, assurance, or attestation services or representation of the Client in matters before the Internal Revenue Service ("IRS"), including tax return preparation. Mr. Iverson and any other employees or subcontractors of Trillium will serve solely as business consultants to Client and the Services rendered will be limited to business consultation. Accordingly, the Services provided are not subject to any CPA professional standards or Federal or State laws governing CPA services. Client assumes responsibility for providing accurate information to Trillium. Client acknowledges that Trillium is acting in an advisory capacity and all decisions and actions are at the sole discretion of Client.

3. ***Client Obligations.*** Client shall:

- (a) Respond promptly to any reasonable requests from Trillium for instructions, information or approvals required by Trillium to provide the Services.
- (b) Cooperate with Trillium in its performance of the Services and provide access to Client's premises, employees and equipment as required to enable Trillium to provide the Services.
- (c) Take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Trillium's provision of the Services.
- (d) Provide accurate information to Trillium.

4. ***Term, Termination and Survival.***

- (a) This Agreement shall commence as of the effective date as identified in the Engagement Letter and shall continue thereafter for the duration of the Services, unless sooner terminated pursuant to Section 4(b) or Section 4(c).
- (b) Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party:

- i. Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.
 - ii. Becomes insolvent or admits its inability to pay its debts generally as they become due.
 - iii. Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 10 business days or is not dismissed or vacated within 45 business days after filing.
 - iv. Is dissolved or liquidated or takes any corporate action for such purpose.
 - v. Makes a general assignment for the benefit of creditors.
 - vi. Has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (c) Notwithstanding anything to the contrary in Section 4(b)i, either Party may terminate this Agreement, with or without cause, and for any reason or for no reason on written notice, effective upon receipt or future date specified therein.
- (d) The rights and obligations of the parties set forth in this Section 4, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

5. *Fees and Expenses.*

- (a) In consideration of the provision of the Services by the Trillium and the rights granted to Client under this Agreement, Client shall pay the fees set out in Trillium's Engagement Letter or applicable fee schedule. Payment to Trillium of such fees and the reimbursement of expenses pursuant to this Section 5 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Engagement Letter or fee schedule, said fee will be payable upon Client's receipt of an invoice from Trillium.
- (b) Client shall reimburse Trillium for all reasonable expenses incurred in accordance with the Engagement Letter upon receipt by the Client of an invoice from Trillium accompanied by receipts and reasonable supporting documentation.
- (c) Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; provided, that, in no event shall Client pay or be responsible for any taxes imposed on, or with respect to, Trillium's income, revenues, gross receipts, personnel or real or personal property or other assets.
- (d) Client agrees to notify Trillium in writing or by email within five (5) days of receiving an invoice if Client disputes any expense or fee entry on invoices. In the absence of any such written objections within five (5) days, Client will be deemed to have accepted and acknowledged the invoice as correct.
- (e) Except for invoiced payments that the Client has successfully disputed, all late payments shall bear interest at the rate of 1.5% per month, being an annual percentage rate of 18%, or the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall also reimburse Trillium for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Trillium does not waive by the exercise of any rights hereunder), Trillium shall be entitled to suspend the provision of any Services if the Client fails to pay any undisputed fees when due hereunder and such failure continues for 10 days following written notice thereof.

6. *Limited Warranty and Limitation of Liability.*

- (a) Trillium warrants that it shall perform the Services:

- i. In accordance with the terms and subject to the conditions set out in the respective Engagement Letter and this Agreement.
- ii. Using personnel of commercially reasonable skill, experience and qualifications.
- iii. In a timely, workmanlike and professional manner in accordance with generally recognized industry standards for similar services.

(b) Client's sole and exclusive remedy for breach of this warranty shall be as follows:

- i. Trillium shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Trillium cannot cure such breach within a reasonable time (but no more than 30 days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 4(b).
- ii. In the event the Agreement is terminated pursuant to this Section 6(b), Trillium shall within 30 days after the effective date of termination, refund to Client any fees paid by the Client as of the date of termination for the Service or Deliverables (as defined in Section 7 below), less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.
- iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within 30 days after delivery of such Service or Deliverable to Client.

(c) TRILLIUM MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 6(a), ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

7. **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Client under this Agreement or prepared by or on behalf of the Trillium in the course of performing the Services, including any financial dashboards, such as the CFO Navigator, and any other items identified as such in the Engagement Letter (collectively, the "Deliverables") except for any confidential information of Client or Client materials shall be owned by Trillium. Trillium hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services. Trillium may revoke this license if Client fails to pay any fees due to Trillium for Services pursuant to Section 5 of this Agreement.
8. **Limitation of Liability.** IN NO EVENT SHALL TRILLIUM BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT TRILLIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TRILLIUM'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TRILLIUM PURSUANT TO THIS AGREEMENT AND THE APPLICABLE ENGAGEMENT LETTER.
9. **Entire Agreement.** This Agreement, including and together with any related Engagement Letter(s), exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and

contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

10. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 10.

Notice to Client:

As set forth on the Engagement Letter

Notice to Trillium:

P.O. Box 250
Decatur, GA 30031
Attention: Michael Iverson, CPA

11. **Severability; Including.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The term "including" means "including but not limited to."
12. **Modification and Waiver.** No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing and signed by each Party. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
13. **Assignment.** Client shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Trillium. Any purported assignment or delegation in violation of this Section 13 shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under this Agreement. Trillium may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Trillium's assets without Client's consent.
14. **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
15. **No Third-Party Beneficiaries.** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
16. **Governing Law; Submission to Jurisdiction.** This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all matters arising out of or relating to this Agreement, is governed by, and is to be construed in accordance with, the laws of the State of Georgia, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Georgia. All disputes arising out of or in connection with this Agreement will be brought in the courts of Dekalb County, Georgia or the U.S. District Court for the Northern District of Georgia, and the parties consent to the jurisdiction of such courts.
17. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 10, a signed copy of this Agreement delivered by facsimile, email or other means

of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18. **Force Majeure.** The Trillium shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Trillium including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.