

**EPI-USE AMERICA, INC.  
MASTER SERVICES AGREEMENT**

This Master Services Agreement (“**Agreement**”), effective as of \_\_\_\_\_, 2023 (“**Effective Date**”), is made and entered into by and between EPI-USE America, Inc., trading as Magnisol (“**Magnisol**”), and \_\_\_\_\_, a \_\_\_\_\_ [corporation/limited liability company] (“**Client**”). EPI-USE and Client are sometimes herein referred to each as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

A. WHEREAS MAGNISOL is engaged in the business of providing consulting and other services with respect to the implementation of information technology including maintenance and operations support; and

B. WHEREAS MAGNISOL is willing to make these services available to Client under the terms and conditions set forth in this Agreement; and

C. WHEREAS Client desires to engage MAGNISOL to provide services with regards to its information technology systems.

NOW, THEREFORE, in consideration of the mutual promises of the Parties and subject to the terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

**1. SCOPE OF SERVICES.**

1.1 Services.

During the Term (as defined below) of this Agreement and subject to the terms and conditions of this Agreement, MAGNISOL shall provide to Client those services, products, equipment and other work (“**Services**” or “**Deliverables**”) as set forth in an executed statement of work in the form attached hereto as Exhibit A (each a “**Statement of Work**”). Each executed Statement of Work shall be numbered sequentially with the first executed Statement of Work numbered A-1, the second A-2, and so forth. MAGNISOL shall not be obligated to provide any Deliverables under a Statement of Work until such Statement of Work has been executed by both Parties. Any work performed by MAGNISOL prior to a duly executed Statement of Work shall be incorporated into such Statement of Work upon its execution.

1.2 Change Orders.

Either Party may request changes to the Services provided under a Statement of Work (“**Change Order**”). MAGNISOL is not required to perform under a Change Order prior to the execution by both Parties of the applicable Change Order. A Change Order shall be submitted in the form attached hereto as Exhibit B.

### 1.3 Acceptance.

MAGNISOL shall provide Client with written notice upon the completion of a Deliverable as set forth in a Statement of Work (“**Notice of Completion**”). Client shall have five (5) days, or such period set forth in a corresponding Statement of Work (“**Notice Period**”) from the date of receipt of the Notice of Completion, in which to inspect such Deliverable and either accept such Deliverable or provide written notice to MAGNISOL of any defect in the Deliverable (“**Notice of Defect**”). A Deliverable shall be deemed accepted by Client either upon written acceptance by Client or passage of the Notice Period without Client’s delivery of a Notice of Defect to MAGNISOL (“**Final Acceptance**”). MAGNISOL shall correct any non-conforming Deliverable and resubmit a Notice of Completion to Client for Final Acceptance in accordance with this Section 1.3. Should a Deliverable not have been accepted by Client after three (3) Notices of Completion have been submitted to Client for that Deliverable, either Party may submit the issue for Dispute Resolution as per Section 13.4 in this Agreement.

### 1.4 Delay.

In the event the performance of any Deliverable is delayed wholly or in part due to the actions or inactions of the Client, events or any third party not under MAGNISOL’s sole control but involved in or necessary to MAGNISOL’s performance of the Deliverable (“**Delay**”), MAGNISOL shall have the option at its sole discretion to either (i) suspend without penalty all work to be performed under that Statement of Work, or (ii) terminate without penalty the Statement of Work in its entirety. In the event of suspension or termination of a Statement of Work under this Section 1.4, MAGNISOL will invoice and Client shall pay MAGNISOL for an amount equal to the greater of: (i) all work performed and all materials provided prior to date of termination or suspension on a Time and Materials Basis at MAGNISOL’s rates in effect at time the work was performed or (ii) 70% of the Fees attributable to that Deliverable (even though the Deliverable is not yet complete). In the event of the subsequent completion of a Deliverable under a Statement of Work where the work was suspended, Client shall pay MAGNISOL the difference between the fees attributable to that Deliverable and any fees paid in terms of Section 1.3, together with interest of 1.5% per month on the difference, calculated from the date of payment of the invoice to the date of payment of the balance of the fees attributable to the Deliverable.

## 2. **PAYMENT.**

### 2.1 Fees & Expenses.

Client shall pay to MAGNISOL the fees set forth in the applicable Statement of Work (“**Fees**”). Should Fees under the corresponding Statement of Work be exclusive of any travel related expenses, Client also shall reimburse MAGNISOL for all actual and reasonable expenses incurred by MAGNISOL or its employees and contractors in accordance with the MAGNISOL expense reimbursement policy as set forth in Exhibit C and as may be amended or supplemented in any Statement of Work (“**Expenses**”).

## 2.2 Method of Calculation of Fees.

The Statement of Work shall indicate whether the Fees for the Deliverables are to be calculated on (a) an hourly basis based on work performed plus cost of materials (“**Time and Materials Basis**”), or (b) on a fixed-price basis with fees associated with the delivery of a Deliverable or group of Deliverables (“**Fixed Price Basis**”).

## 2.3 Invoices.

MAGNISOL shall submit to Client on a monthly basis an invoice listing all Fees and Expenses incurred by MAGNISOL in the prior month (“**Invoice**”). For Fees calculated on a Time and Materials Basis, the Invoice shall include the following: (a) the employees and/or contractors that have worked on the Deliverables in that month, (b) the hourly rate for such persons, (c) the amount of time each such person has devoted to the Deliverables, and (d) all charges for materials incurred in that month. For Fees calculated on a Fixed Price Basis, the Invoice shall include those Deliverables delivered to and accepted by Client in that month. The Invoice shall also include any Expenses incurred during that month.

## 2.4 Payment Terms.

Client shall pay all undisputed amounts of an Invoice within thirty (30) days of receipt of the Invoice (“**Payment Period**”). Client must notify MAGNISOL in writing within ten (10) days from receipt of invoice of any disputed amounts, including providing in reasonable detail the basis for the dispute. Client must have a good faith reasonable basis for all disputed amounts. Upon resolution of any disputed amount, Client shall pay to MAGNISOL the amounts agreed upon by the Parties in resolving the dispute no later than thirty (30) days after resolution of the disputed amounts. Any disputed amounts still unresolved after sixty (60) days from the end of the initial Payment Period may be submitted for dispute resolution as set forth in Section 13.4 in this Agreement.

## 2.5 Non-Payment of Invoices.

In the event Client fails to remit payment for undisputed amounts on an invoice in accordance with the above terms for more than sixty (60) days from Client’s receipt of MAGNISOL’s invoice, the Parties agree to confer immediately to develop a plan that will result in Client’s compliance with above terms. If such result is not reached within ten (10) days from such conference, MAGNISOL then may discontinue, so long as it is not in default hereunder, work under any or all Statements of Work to Client either permanently or until payments due are received, at MAGNISOL’s election upon written notice. Such right to discontinue work shall be in addition to any other rights that MAGNISOL may have under this Agreement or at law. Any undisputed amounts payable by Client hereunder which remain unpaid after the due date may be subject at MAGNISOL’s sole discretion to a late charge equal to 1.5% per month of the total due amount from the end of the Payment Period until such amount is paid in full. Client agrees to pay all reasonable attorneys’ fees and or other fees or costs if the account is placed with an attorney for collection.

## 2.6 No Right of Set-off or Withhold.

Client shall not have the right to withhold payment of or set-off against any properly invoiced Fees or Expenses that themselves are not in dispute regardless of any claims Client may have against MAGNISOL.

## 2.7 Taxes.

Amounts payable to MAGNISOL hereunder are net of all sales, use, or other taxes or duties. Client is solely responsible for, and shall duly and timely pay, all taxes and duties, however designated or levied, including, without limitation, taxes or duties based upon amounts payable to MAGNISOL hereunder, any work performed by MAGNISOL or any Deliverables provided to Client (exclusive of United States, federal, state, or local taxes based upon the net income of MAGNISOL). It shall be Client's prerogative after payment to challenge with the taxing authority the applicability of any tax if it so desires, provided such challenge shall not cause MAGNISOL to incur any liability for such taxes. Client shall not deduct from payments due to MAGNISOL hereunder any amounts paid or payable to third parties for taxes or duties, however designated, or any other sums.

## 3. **REPRESENTATIONS AND WARRANTIES OF MAGNISOL.**

MAGNISOL represents and warrants to Client the following are true and correct as of the Effective Date.

### 3.1 MAGNISOL warrants that:

- (a) all Deliverables or Services will, for a period of ninety (90) days from the date of acceptance, conform with the applicable specifications of that Deliverable/Services; and
- (b) its Services will be performed in a professional, workman-like manner by consultants with the skills reasonably required for the Services.

### 3.2 Warranty shall not apply:

- (a) if Deliverables are not used in accordance with applicable documentation provided by MAGNISOL; or
- (b) if the warranty breach is caused by; modification to the Deliverable by the Client or third-party software not specifically utilized in connection with the Deliverable, as directed by MAGNISOL in the applicable written documentation.

### 3.3 Remedy:

In the event of a breach of the warranty in Section 3.1, MAGNISOL shall: (a) rectify the Deliverable or Service in question; or (b) promptly re-perform the Deliverable and Client

shall not be entitled to a refund of Fees paid for such Service or Deliverable unless MAGNISOL is unable to rectify or promptly reperform the Deliverable or Service. The preceding sentence, in conjunction with Client's right to terminate this Agreement for material breach where applicable, states Client's sole remedy and MAGNISOL's entire liability for breach of the warranty in Section 3.1.

#### 3.4 Disclaimer of other Representations and Warranties.

THE PROVISIONS OF THIS ARTICLE 3 STATE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES MADE BY MAGNISOL TO CLIENT WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, ANY STATEMENT OF WORK (OTHER THAN SPECIFICATIONS SET FORTH IN A STATEMENT OF WORK), AND THE TRANSACTION CONTEMPLATED IN THIS AGREEMENT, AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

#### **4. REPRESENTATIONS AND WARRANTIES OF CLIENT.**

The Client represents and warrants to MAGNISOL the following are true and correct as of the Effective Date:

- (a) Client is duly incorporated and validly exists under the law of its place of incorporation, not in liquidation, provisional liquidation, or under administration and it is not the subject of any governmental or statutory body's direction or investigation of any kind;
- (b) Client has full legal capacity and power to enter into, exercise its rights and perform its obligations under this Agreement;
- (c) All conditions required by applicable laws to be fulfilled (including the obtaining of any necessary authorization from any governmental or statutory authority) have been done in order to enable it to lawfully enter into this Agreement and to perform its obligations and exercise its rights under this Agreement and to make this Agreement admissible as evidence in the applicable courts;
- (d) Client has informed itself of all relevant laws and neither its execution of, nor its exercise of its rights or performance of its obligations, under this Agreement will contravene any applicable federal, state and local law or regulation to which it is subject or any order of any governmental or statutory authority binding on it or any of its properties.

#### **5. OWNERSHIP RIGHTS.**

### 5.1 Client Ownership of Deliverables.

Subject to the limitations set forth in this Section 5, Client shall have all proprietary rights and exclusive ownership, including, but not limited to, exclusive copyright, patent rights and other intellectual property rights, in and to the Deliverables. MAGNISOL agrees to assign and hereby assigns to Client all its right, title and interest in and to such Deliverables and in and to all intellectual property rights associated therewith, including all patent rights, patents or patent applications based thereon. MAGNISOL agrees to fully cooperate and to do all things reasonably necessary to allow Client to claim sole copyright and patent ownership, including the execution of documents for that purpose.

### 5.2 MAGNISOL's Ownership of MAGNISOL Property.

Client acknowledges that the MAGNISOL Property (as defined below), provided pursuant to this Agreement and any Statement of Work whether separately or included in any Deliverable, are the exclusive property of MAGNISOL (or a third-party providing such MAGNISOL Property to MAGNISOL under a license) and remain so, even after delivery to Client of any Deliverable. No rights including, without limitation, any ownership interests in or to MAGNISOL Property, shall be sold, transferred, assigned or licensed to Client under this Agreement or any Statement of Work other than the license granted to Client in Section 5.3 below. The MAGNISOL Property is the confidential and proprietary information of MAGNISOL (or such third-party), and the MAGNISOL Property also may be protected by the copyright, patent, trade secret and/or intellectual property laws. For purposes of this Agreement, **MAGNISOL Property** shall mean, (a) MAGNISOL's (or a third-party's licensed to MAGNISOL) proprietary software, software tools, and any other inventions, intellectual property, know-how, proprietary data and materials supplied by MAGNISOL to Client under this Agreement or any Statement of Work (whether as part of a Deliverable or otherwise) including, without limitation any MAGNISOL Property so designated in a Statement of Work plus any enhancements or modifications made at any time to any of the above, and (b) any other intellectual property that has been identified as MAGNISOL Property in any Statement of Work but excludes MAGNISOL Software (as defined below).

### 5.3 License of MAGNISOL Property.

MAGNISOL hereby grants to Client a non-exclusive, worldwide, fully paid up, royalty free right and license to use, display, or perform MAGNISOL Property which has been incorporated into a Deliverable, as necessary to utilize that Deliverable for the purposes for which it was delivered to Client under the Statement of Work and to conduct Client's business as presently conducted ("**Intended Use**"), provided, however, the foregoing right shall not include the right to sublicense, sell, reverse engineer, market, distribute or otherwise commercially exploit the MAGNISOL Property or share the MAGNISOL Property with any third-party with the intent to do the foregoing or to use the MAGNISOL Property for any purpose other than for the Intended Use and all amounts payable by Client to MAGNISOL have been paid in full. The rights granted to Client in the MAGNISOL Property shall terminate and Client shall immediately cease use of any MAGNISOL Property in the event of termination of the Agreement due to Client's breach of its



obligations or upon breach by Client of any obligation that survives termination. Any proprietary software and/or software tools developed by MAGNISOL, any subsidiary of MAGNISOL, any holding company of MAGNISOL or any subsidiary of any holding company of MAGNISOL, ("**MAGNISOL Software**") which Client wishes to use, requires licensing under a separate End User License Agreement between Client and the respective member of the same group of companies as MAGNISOL. The license granted under this Section 5.3 excludes any MAGNISOL Software.

#### 5.4 Third-Party Software.

The Parties acknowledge that third-party software may be needed in order for MAGNISOL to provide the Deliverables. MAGNISOL shall assist Client in arranging for license agreements with such third parties for use of the software. However, the Parties acknowledge that such third-party license agreement shall be between the third-party vendor and Client. Any delay in the Client obtaining such third-party license or any defects in the third-party software (or other failure of that software to meet the requirements and/or specifications of Client) shall be a Delay for the purposes of Section 1.4 and the provisions of that Section will apply to MAGNISOL's obligation to provide any Deliverable dependent on such license or delayed as a result of problems with the third-party software. For the avoidance of doubt, in this Section 5.4, third-party software includes software supplied by SAP.

#### 5.5 Use of MAGNISOL Software [If Applicable].

(a) **Consent.** In the event that MAGNISOL needs to use MAGNISOL Software during performance of the Services for the Client; the Client herewith acknowledges and agrees that the MAGNISOL Software may be installed on its computer systems for the period specified by MAGNISOL in the applicable Statement of Work. At the end of this period, MAGNISOL shall remove all copies of the MAGNISOL Software from Client's computers or systems.

(b) **Obligations.** The MAGNISOL Software will solely be used by MAGNISOL and not the Client. The use by MAGNISOL of the MAGNISOL Software is for Services performed under this Agreement only and Client is not licensed to use the MAGNISOL Software for any other purpose whatsoever. For the avoidance of doubt, under no circumstances will the MAGNISOL Software be used for commercial purposes and/or any commercial exploitation. Client shall not modify, reverse engineer, disassemble or decompile the MAGNISOL Software in any way or allow this to be done.

(c) **Warranty and Liability.** MAGNISOL has the full right to use the MAGNISOL Software. The MAGNISOL Software is supplied to the Client on an "as is" basis without any warranties of any nature. Except as specifically agreed under this Agreement, MAGNISOL disclaims all other warranties, express or implied, including any warranty of satisfactory quality, merchantability, or fitness for a particular purpose. MAGNISOL does not represent that the MAGNISOL Software is error free or operate

without interruption. MAGNISOL will not be liable for any damages whether direct, indirect, or consequential, arising out of or in any way connected to the installation and the use of the MAGNISOL Software in terms of this Agreement.

(d) **Non-disclosure.** Without the prior written consent of MAGNISOL, Client shall not provide, disclose, or otherwise make available to any third party any portion of the MAGNISOL Software or any technical information, nor shall Client use the MAGNISOL Software for any purpose except in accordance with the terms of this Agreement. No license or any patent, copyright, or any other right in respect of the MAGNISOL Software is granted to Client under this Agreement by implication, estoppel or otherwise except for the express rights granted herein.

## **6. CONFIDENTIALITY.**

The Parties acknowledge that, during this Agreement, they may have access to and/or be in possession of Confidential Information of the other Party. “Confidential Information” shall mean information regarded by that Party as confidential, including without limitation information relating to employee, vendor, client or customer information, sales and marketing material and methodologies, financial or business affairs and any intellectual property, processes patents, trade secrets, proprietary products or materials. Each Party shall hold in strict confidence with at least the same degree of care as it normally exercises to protect its own Confidential Information of a similar nature, but no less than a reasonable degree of care, all Confidential Information of the other Party which may be disclosed to it or to which it may have access provided that such Party may use the other Party’s Confidential Information in order to perform its obligations under this Agreement. Access to Confidential Information received by a Party shall be restricted to those of such Party’s employees and consultants who have a need to know such information and who agree in writing to maintain such Confidential Information in confidence as provided by this section, and its use shall be limited to use solely in the performance of this Agreement. A Party shall be responsible for its Contractor’s breach of this Section 6. The foregoing shall not prohibit or limit either Party’s use of Confidential Information of the other Party (including without limitation ideas, concepts, know-how, techniques and methodologies) which (i) was previously known to it prior to receiving such Confidential Information, (ii) was or is independently developed by it without use of such Confidential Information, (iii) was or is acquired by it from a third-party having no obligation of confidentiality regarding the information, (iv) is, or becomes, publicly available through no breach by it of this Agreement, or (v) is disclosed pursuant to law or the order, requirement or request of a court or government authority.

## **7. INDEPENDENT CONTRACTOR.**

MAGNISOL is an independent contractor and neither MAGNISOL nor any employee of MAGNISOL is or shall be deemed to be employed by Client. Client is hereby contracting with MAGNISOL for the Deliverables described in the Agreement and MAGNISOL reserves the right to determine the method, manner and means by which the Deliverables will be performed. Except as otherwise provided in the Agreement, MAGNISOL is not required to perform the Deliverables during fixed hourly or daily times and if the



Deliverables are performed or provided at the Client's premises, then MAGNISOL's time spent at the Client's premises will be coordinated with Client. MAGNISOL hereby confirms to Client that Client will not be required to furnish or provide any training to MAGNISOL to enable MAGNISOL to perform the Services required hereunder. Except as set forth in the Statement of Work, MAGNISOL shall not be required to devote full time nor the full time of MAGNISOL's employees to the performance of the Deliverables required hereunder, and it is acknowledged that MAGNISOL has other clients and MAGNISOL offers the same services to other clients.

## **8. NON-SOLICITATION.**

Unless otherwise agreed to in writing, MAGNISOL and Client, agree that they will not, directly or indirectly, hire, solicit for the purpose of hiring or encourage any other person to hire or solicit for the purpose of hiring (either as an employee, contractor, independent agent or representative of another vendor) any employee or agent of the other for a period of one (1) year after termination of this Agreement. In the event a Party does solicit and hire any employee without the prior written consent of the other Party the hiring Party shall be invoiced at a rate of two times (2x) employee's annual salary and benefits, and the hiring Party shall make payment of such amount within thirty (30) days of the date of receipt of invoice. The foregoing restriction shall not apply where an employee of the other Party has responded to a public job posting or other general advertisement of an employment opportunity.

## **9. TERM AND TERMINATION.**

### **9.1 Term of Agreement.**

The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect unless earlier terminated by either Party in accordance with the provisions of this Section 9 ("**Term**").

### **9.2 Termination for Cause.**

Either Party may, by written notice provided in accordance with Section 13.1, terminate this Agreement or any applicable Statements of Work if the other Party breaches any of its material obligations under this Agreement or any Statement of Work, and does not cure such material breach within thirty (30) days of receipt of a written notice of such breach. For avoidance of doubt, failure by Client to pay all undisputed amounts of an invoice after the expiration of the Payment Period and the 30 days' notice period set forth in this Section 9.2 shall be considered a material breach of this Agreement.

### **9.3 Client's Right to terminate for Convenience.**

Client may terminate this Agreement at any time by providing MAGNISOL with ninety (90) days prior written notice. The notice of termination shall include the date the termination is to be effective provided such date shall be ninety (90) days or later from date of the notice.

(a) Termination for Convenience: Time and Materials Basis.

In the case of a Statement of Work where the Fee is determined on a Time and Materials Basis, MAGNISOL will be required to provide the Deliverables to Client until the effective date of termination.

(b) Termination for Convenience: Fixed Price Basis.

If Client terminates any Statement of Work or other agreement between the parties (including Letter to Proceed, Client's acceptance of a fee proposal by Client's conduct even if not in writing) that includes Fixed Price Basis Deliverables and the termination was not due to MAGNISOL's material breach as provided in Section 9.2 above, Client shall pay to MAGNISOL the Early Termination Fee provided in the Statement of Work or, if no such fee is provided in the Statement of Work, then any unpaid amount of any Deliverables accepted prior to termination, plus [30%] of the remaining portion of the aggregate fee proposal accepted. The Parties agree that the aforesaid early termination fee is a genuine and reasonable pre-estimate of at least part of MAGNISOL's loss if this Section applies but is not necessarily an adequate or complete remedy.

9.4 Effect of Termination.

Client shall be liable for payment of all costs, fees and expenses up to the effective date of termination for (i) any completed, partially completed or scheduled Services from any phase or milestone; and (ii) any reasonable committed costs or expenses. Upon termination, all Confidential Information of the other party provided in connection with this Agreement in the possession of such party shall, subject to any legal retention rights and upon request of the other party be returned to the disclosing party or destroyed with certification of such destruction. A party's obligation to return or destroy Confidential Information does not apply to any work products that are provided by MAGNISOL to Client, unless the Agreement or Statement of Work is terminated for cause by MAGNISOL.

9.5 Survival.

Except as otherwise specifically set forth in Section 3, all of MAGNISOL's representations and warranties in Section 3 shall survive the termination of the Agreement only for a period of one year from the date of termination ("**Client's Claim Period**"). Any lawsuit arising under tort or contract related to or arising under this Agreement for breach of an MAGNISOL's representation or warranty must be filed no later than the last day of the Client's Claim Period. Sections 2.1, 2.4, 2.5, 3, 5, 6, 8, 10, 11 and 13 shall survive the termination or expiration of this Agreement and continue thereafter or as specifically set forth in such Sections.

## 10. INDEMNIFICATION.

Each Party (the "**Indemnifying Party**") shall indemnify and hold harmless the other Party, and its subsidiaries and affiliates, their respective directors, officers, employees, sub-licensees, customers, agents, attorneys, successors, and assigns (collectively the "**Indemnified Parties**") from any third party claims, losses, liabilities, damages, suits,

actions, government procedures, taxes, penalties or interest, associated auditing and legal expenses and other costs (including reasonable attorneys' fees and costs) suffered or incurred by the Indemnified Parties arising from or in connection with the Indemnifying Party's, its agents', subcontractors' or employees': (a) material breach of its obligations under this Agreement; or (b) gross negligence, willful misconduct, errors or omissions resulting in bodily injury (including death) or property damages except to the extent that the Indemnified Parties were a factor in such injury or damage by their gross negligence, willful misconduct, errors or omissions.

## **11. LIMITATION OF LIABILITY.**

### **11.1 Limitation on Amount of MAGNISOL's Liability.**

NOTWITHSTANDING SECTION 10, IN NO EVENT OR CIRCUMSTANCE SHALL MAGNISOL'S TOTAL LIABILITY TO CLIENT, WHETHER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY STATEMENT OF WORK FOR ANY CAUSE OR CLAIM WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, EXCEED THE CUMULATIVE AMOUNT PAID TO MAGNISOL BY CLIENT UNDER THAT STATEMENT OF WORK WHICH GAVE RISE TO, OR UNDER WHICH THE CLAIM HAS ARISEN.

### **11.2 Limitation on Recoverable Damages.**

NOTWITHSTANDING SECTION 10, IN NO EVENT OR CIRCUMSTANCE SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHETHER IN AN ACTION, IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **12. INSURANCE.**

Throughout the Term, MAGNISOL shall maintain in full force and effect in compliance with applicable law, the following insurance coverage: workers' compensation, commercial general liability (including personal injury and property damage liability) and automobile liability, naming Client as an additional insured, in amounts and under terms as set out in Exhibit D. Upon Client's written request, MAGNISOL shall furnish Client with a certificate evidencing said coverage.

## **13. MISCELLANEOUS PROVISIONS.**

### **13.1 Notices.**

All notices, demands or other communications given hereunder shall be in writing and shall be sufficiently given if delivered by email (with return receipt confirmation) or overnight

delivery service, sent by registered or certified mail, first class, postage prepaid or by facsimile with confirmation of receipt addressed as follows:

If to MAGNISOL:

MAGNISOL  
303 Perimeter Center North,  
Suite 300  
Atlanta, GA 30346  
Attention: Corporate Counsel  
Email: legalcounsel@epiuse.com

If to Client:

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or such other address with respect to any Party hereto as such Party may from time to time notify (as provided above) to the other Party hereto. Any such notice, demand or communication shall be deemed to have been given upon delivery provided the delivering Party receives requisite confirmation of delivery.

### 13.2 Assignment, Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and administrators, and permitted assigns. Client shall not assign any of its rights or obligations hereunder without the prior written consent of MAGNISOL. MAGNISOL shall have the right to transfer or assign the rights hereunder, and delegate the obligations hereunder, in whole or in part, to such entity without the prior written consent of Client, provided such entity assumes all of MAGNISOL's covenants and obligations in this Agreement. Notice of all such assignments shall be given in writing to Client within sixty (60) days of such assignment taking effect.

### 13.3 Governing Law.

This Agreement shall be construed and governed by the laws of the State of Georgia without regard to its conflict of law provisions.

### 13.4 Dispute Settlement.

(a) The Parties shall attempt in good faith to resolve potential disputes informally and promptly. If a dispute persists, either Party may submit a written demand to the other Party, identifying the existence and nature of the dispute in reasonable detail, and providing such supporting documentation as is reasonably available to it (the “**Demand**”). The receiving Party shall review and investigate the Demand, and within seven (7) days, provide a written response addressing the Demand, and either accepting or rejecting it. Only after attempting to resolve a dispute in good faith through the measures provided in this Section 13.4(a) and should any further negotiations after a period of sixty (60) days not result in resolution of the dispute, either Party may commence an action as set forth in Section 13.4(b) to resolve the dispute. Notwithstanding the forgoing, a Party may seek injunctive relief under Section 13.5 without resorting to the measures set forth in this Section 13.4(a).

(b) Any legal proceeding (including injunctive relief as provided in Section 13.5 below) by a Party to enforce any provision of this Agreement or arising out of this Agreement must be brought against a Party in the federal or state courts located in Atlanta, Georgia, and each of the Parties consents to the jurisdiction of such courts and waives any objection thereto. Process may be served on any Party anywhere in the world.

#### 13.5 Injunctive Relief.

Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling such Party to seek injunctive relief in addition to all legal remedies. The prevailing Party shall be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorneys’ fees and costs incurred.

#### 13.6 Attorneys’ Fees; Prejudgment Interest.

In the event of commencement of either arbitration or suit by any Party to enforce the provisions of this Agreement, the prevailing Party shall be entitled to receive such attorneys’ fees and costs as may be adjudged reasonable in addition to any other relief granted. Any award of damages as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law.

#### 13.7 Entire Agreement, Amendments and Counterparts.

This Agreement, together with all documents incorporated herein, constitute the entire agreement between the parties, all oral or written agreements being merged herein, and supersede all prior representations, agreements, arrangements or understandings among the parties relating to the subject matter of this Agreement. An Agreement may be modified only in writing signed by both parties. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A document signed and transmitted electronically by facsimile or email is to be treated as an original.

#### 13.8 Calendar Days.

All references in the Agreement and any Statement of work to “days” shall mean calendar days, unless stated otherwise.

13.9 Severability.

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

13.10 Construction.

No provision of this Agreement shall be construed against any Party on the ground that such Party or its counsel drafted the provision.

13.11 Excusable Delay.

Neither Party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is the result of causes beyond the control of the performing Party, such as, riots, epidemics, pandemics, war, government regulations, fire, acts of God, interruptions of communications service by communications carrier, or other causes beyond such Party’s control (“Force Majeure”). The Parties’ obligations under this Agreement will be suspended only during the pendency of, and to the extent of, any Force Majeure and will resume after such contingency ceases to exist, and this Agreement will resume in accordance with its terms; provided, however, that the Party asserting the claim of Force Majeure will use its best efforts to resolve or otherwise mitigate the effects of the Force Majeure on the performance of its obligations hereunder. If a Force Majeure continues for a period of more than one month, either Party may terminate this Agreement in accordance with the terms hereof.

13.12 No Third-party Beneficiaries.

This Agreement is solely for the benefit of MAGNISOL and the Client and shall create no rights of any nature in any person not a Party hereto.

*[Signatures to follow immediately]*



IN WITNESS WHEREOF, each of the authorized Parties has executed this Agreement as of the Effective Date.

**CLIENT:**

**MAGNISOL:**

[Name of Client], a \_\_\_\_\_ EPI-USE America, Inc., trading as Magnisol, a  
Delaware  
[corporation/limited liability company] corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name:

Name:

Title:

Title:

Exhibits:

Exhibit A: Form Statement of Work  
Exhibit B: Form Change Order  
Exhibit C: MAGNISOL Insurance Coverage

**EXHIBIT A**

**Form Statement of Work**

## EXHIBIT B

### Form Change Order

#### CHANGE REQUEST FORM

Project or service or deliverable, as applicable	
--	--

Change Request Number:		Date of Request:	
------------------------	--	------------------	--

CR Title:	
Description of Change:	

Impact of Requested Change:	
Time/Schedule: (Details Below)	Cost: (Details Below)

Change Request Approved By:

	Customer Name	MAGNISOL
Signature:		
Name:		
Title:		
Date:		

## **EXHIBIT C**

### **MAGNISOL Insurance Coverage**

During the term of this Agreement and when performing work on property in the care, custody or control of Client, MAGNISOL shall maintain the following insurance:

(a) Commercial general liability insurance, including bodily injury, property damage and products/completed operations coverage in the amount of not less than one million dollars (\$1,000,000) each occurrence or aggregate where applicable;

(b) When applicable, Workers' Compensation coverage providing statutory benefits, and employer's liability insurance with minimum limits of one million dollars (\$1,000,000) each accident/each employee covering all employees;

(c) Business auto liability, including coverage for all, hired and non-owned automobiles used in connection with delivery of the Services, with limits of not less than one million dollars (\$1,000,000) each accident; and

(d) Professional errors and omissions liability insurance in an amount of not less than one million dollars (\$1,000,000) in aggregate.

(e) Network and Information Security insurance in an amount of not less than five million dollars (\$5,000,000) in aggregate.

MAGNISOL will provide Client with certificates of insurance showing confirmation of the above insurance coverage. All insurance which MAGNISOL is obligated to carry pursuant to this Agreement, shall (i) with respect to commercial general liability and business auto liability insurance, be endorsed to name Client as an additional named insured, and (ii) require the insurer to provide at least thirty (30) days prior written notice to Client of cancellation. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form. The insurers selected by MAGNISOL shall be reputable and financially responsible insurance carriers, with a Best's minimum rating of "A+" (or any future equivalent).

## EPI-USE AMERICA, INC. MUTUAL CONFIDENTIAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIAL NON-DISCLOSURE AGREEMENT (this “**Agreement**”) is made as of \_\_\_\_\_, 2023 (the “**Effective Date**”) and entered into between EPI-USE America, Inc., trading as Magnisol, a Delaware corporation located at 303 Perimeter Center North, suite 300, Atlanta, GA 30346 (“**Magnisol**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation located at \_\_\_\_\_ (“**COMPANY**”).

In consideration of the mutual covenants set forth below, the parties hereby agree as follows:

1. “**Confidential Information**” shall mean with respect to a party hereto (the “**Disclosing Party**”), collectively, all technical, all pricing details related to services or products, financial and business information of any kind whatsoever including, where appropriate and without limitation, any financial related Statements/ Reports of party, all data, compilations, blueprints, plans, audio and/or video recordings and/or devices, information on computer disks, software, tapes, printouts and other printed, typewritten or handwritten documents, specifications, systems, methods, schemas, methods (including delivery, storage, receipt, transmission, presentation and manufacture of audio, video, informational or other data or content), strategies, business and marketing development plans, customer lists, research projections, processes, techniques, designs, sequences, components, programs, technology, ideas, know-how, improvements, inventions (whether or not patentable or copyrightable), information about operations and maintenance, trade secrets, formulae, models, patent disclosures and any other information as well as any and all tangible and intangible embodiments thereof of any kind whatsoever including, where appropriate and without limitation, all compositions, machinery, apparatus, records, reports, drawings, copyright applications, patent applications, documents and samples, prototypes, models, products and the like; in each case disclosed by the Disclosing Party to the other party hereto (the “**Receiving Party**”) or obtained by the Receiving Party through observation or examination of the foregoing, but only to the extent such information or embodiment is both
  - (i) maintained as confidential by the Disclosing Party and
  - (ii) either
    - (a) marked or otherwise identified as confidential when disclosed to the Receiving Party or
    - (b) in the case of information given orally, is identified as confidential at the time of disclosure and confirmed as such in a written document received by the Receiving Party within ten (10) days after oral disclosure to the Receiving Party.
2. In the course of considering a mutually beneficial relationship (the “**Evaluation**”), COMPANY may disclose certain Confidential Information to MAGNISOL, and MAGNISOL may disclose certain Confidential Information to COMPANY, with each such disclosure being on the terms and conditions of this Agreement.
3. Each party, in the mode of a Receiving Party, hereby acknowledges that the other party, in the mode of a Disclosing Party, is the owner or licensee of the Confidential Information of the Disclosing Party. The Receiving Party shall not use any of the Confidential Information of the Disclosing Party at any time except for purposes of the Evaluation. The Receiving Party shall not disclose any of the Confidential Information of the Disclosing Party other than on a need to know basis, as reasonably necessary for purposes of the Evaluation, to its directors, officers, employees, attorneys, accountants or financial advisors who are bound by terms and conditions substantially similar to those of this Agreement, with

\_\_\_\_\_  
(initial)

the Receiving Party to maintain the Confidential Information of the Disclosing Party in confidence or who are otherwise under obligations of confidentiality to the Receiving Party (collectively, the “**Representatives**”).

4. Notwithstanding the foregoing,

- (i) the Receiving Party shall have the right to disclose Confidential Information to the extent required by applicable law or regulation, provided that the Receiving Party shall give the Disclosing Party prompt written notice and sufficient opportunity to object to such use or disclosure. If disclosure is ultimately required, the Receiving Party will furnish only that portion of Confidential Information that is legally required and will exercise reasonable efforts to obtain assurance that it will receive confidential treatment; and
- (ii) the Receiving Party’s nonuse and nondisclosure obligations above shall not apply to such Confidential Information as the Receiving Party can establish by written documentation to:
  - (a) have been publicly known prior to disclosure by the Disclosing Party of such information to the Receiving Party;
  - (b) have become publicly known, without fault on the part of the Receiving Party or its Representatives, subsequent to disclosure by the Disclosing Party of such information to the Receiving Party;
  - (c) have been received by the Receiving Party at any time from a source, other than the Disclosing Party, lawfully having possession of and the right to disclose such information;
  - (d) have been otherwise known by the Receiving Party prior to disclosure by the Disclosing Party to the Receiving Party of such information; or
  - (e) have been independently developed by the Receiving Party, as demonstrated by the written records of the Receiving Party, without use of such information.

5. Neither party shall disclose, other than to its Representatives on a need to know basis, the fact that the Evaluation is taking place, or any of the terms, conditions or other facts with respect thereto

(including the status thereof), except as required by applicable law or regulation.

- 6. If the Disclosing Party so requests, the Receiving Party shall promptly return or destroy all tangible copies of items relating to Confidential Information of the Disclosing Party, including all written material, photographs, models, compounds, compositions and the like made available or supplied by the Disclosing Party to the Receiving Party, and all copies and derivatives thereof; provided, however, that the Receiving Party may retain one copy of any written material for its legal files.
- 7. This Agreement shall not be construed to grant any license or other rights except as expressly specified herein.
- 8. The obligations of each party hereunder shall continue for a period of: (i) five (5) years from the date of this Agreement in the case of Confidential Information, (ii) in the case of Confidential Information which constitute trade secrets within the meaning of applicable law, for as long as such Confidential Information remains a trade secret.
- 9. Neither party may assign this Agreement or any of its licenses, rights or duties, whether by operation of law or otherwise, in whole or in part without the other party’s prior written consent (which will not be unreasonably withheld); provided, however, that either party may assign its rights and obligations under this Agreement to a person or entity into which such party has merged or which has otherwise succeeded to all or substantially all of the party’s business and assets to which the Agreement pertains (by merger, reorganization, sale of assets or otherwise) and which has assumed in writing or by operation of law such party’s obligations under the Agreement. Subject to the foregoing provisions of this Section 9, the rights and obligations of the parties to the Agreement will bind and inure to the benefit of their successors and permitted assigns.
- 10. Each party warrants that it believes that
  - (i) it is the owner or licensee of its Confidential Information and
  - (ii) it has the right to enter into this Agreement without any breach of its obligations to others.Each party

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(initial)



- (a) makes no other warranty relating to its Confidential Information and the use to be made thereof by the other party and
- (b) disclaims all implied warranties.
11. The Receiving Party's evaluation of the Confidential Information of the Disclosing Party shall be at its own risk. The Receiving Party shall hold harmless and indemnify the Disclosing Party against any and all claims, judgments, costs, awards, expenses (including reasonable attorneys' fees) and liabilities of every kind arising from any use made by the Receiving Party of such Confidential Information.
12. This Agreement represents the entire agreement between the parties regarding the subject matter hereof and shall supersede all previous communications, representations, understandings, acknowledgements and agreements, whether oral or written, by or between the parties with respect to Confidential Information, whether before now or hereafter, disclosed between the parties.
13. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.
14. The Parties acknowledge that the unauthorized disclosure of the Confidential Information of one Party by the other Party may cause irreparable harm to the owner of such Confidential Information that monetary damages alone may not redress. Each Party is thus entitled to seek, from any court of competent jurisdiction, injunctive or other equitable relief to stop or prevent the unauthorized disclosure of such Party's Confidential Information. Each party shall be responsible for any breach of the provisions of this Agreement by the Representatives of such party.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the conflicts of law principles thereof.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives, to enter into this Agreement as of the Effective Date.

**COMPANY**

**MAGNISOL**

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(initial)

Statement of Work

For mutual execution, “Client” and “Magnisol”, as a properly authorised representative, sign this “SOW”.

By signing Client accepts the offer from Employee Managed Services Pty Ltd (trading as Magnisol) to provide the services set out in this Statement of Work.


Receipt of a Purchase Order will be considered sufficient approval to proceed.

Legal Notice

The information in this document is confidential and may not be disclosed. The document and its contents may not be duplicated, used or disclosed in whole or in part. Employee Managed Services Limited retains ownership of this document, unless explicitly stated otherwise in this document or in a written consent.

Project Name	City of Independence
Contract Number	Col-001

Supplier Details	
Supplier entity	EPI-USE America, Inc. trading as Magnisol
Address	303 Perimeter Center North Suite 300 Atlanta, GA 30346
Attention	Candice Weston
Email	Candice.weston@magnisol.com

Signature of authorised representative	
	_____
	Name
	Date

Client Details	City of Independence
Address	111 E Maple Avenue Independence, MO 64050
Attention	Jaime Rehmsmeyer
Email	JRehmsmeyer@indepmo.org

Signature of authorised representative	
	_____
	Name
	Date

# Statement of Work

## 1. Introduction

### 1.1. Parties

This Statement of Work (“SOW”) is made effective on [date] by and between the City of Independence, MO (“Independence/Client”) and EPI-USE America, Inc. - trading as Magnisol (“Magnisol/Supplier”). Independence hereby contracts with Magnisol for the purposes of procuring the services as listed below.

### 1.2. Key SOW Details

<b>SOW Start Date</b>	01 January 2024
<b>SOW End Date</b>	31 July 2024
<b>Delivery Location</b>	Remote
<b>Magnisol Representative</b>	Candice Weston
<b>Client Representative</b>	Jaime Rehmsmeyer
<b>Invoices to be sent to</b>	JRehmsmeyer@indepmo.org

## 2. Scope of SOW

### 2.1. Services

Magnisol has been engaged by the City of Independence for the provision of services related to completing implementation scope items the client. Magnisol will provide the following services:

<b>Service Category</b>	<b>Purpose</b>
<b>Project Sponsor</b>	<ul style="list-style-type: none"><li>• Provide overall direction and management support for the Implementation team</li><li>• Allocate necessary resources</li><li>• Participate in executive updates and checkpoints</li><li>• Address project escalations in a timely manner</li></ul>
<b>Project Management</b>	<ul style="list-style-type: none"><li>• Develop, maintain, and track progress against the project plan and associated logs (risk log, issues log, etc.)</li><li>• Manage milestone schedule with Client</li><li>• Manage Implementation team resources and deliverables</li><li>• Report on project status through meetings and reports, including project risks and issues with mitigation plans</li><li>• Facilitate communication between project teams</li><li>• Act as a central point of contact for all day-to-day activities</li><li>• Lead and manage change control activities</li><li>• Facilitate Client’s access to training</li></ul>
<b>Implementation Consultant</b>	<ul style="list-style-type: none"><li>• Ensure initial instance is set up and that initial back-office data entry is complete</li><li>• Lead requirements gathering/validation and documentation throughout the implementation</li><li>• Facilitate completion of data load templates in Dayforce Activate</li><li>• Convey implementation best practices to leverage features and functionality</li></ul>

- 
- Lead solution configuration, QA, review, and refinement
  - Lead and execute required testing and review and confirm the outputs of that testing with Client
  - Support Client testing, parallel processing and audit activities through issue triage and resolution of Client documented issues and defects
  - Provide in-depth product and/or domain knowledge as required throughout the project lifecycle
  - Suggest implementation and configuration best practice
  - Participate in solution configuration, QA, and refinement
  - Provide technical services (inbound/outbound data feeds, custom reporting, data conversion/migration) as documented in the project plan
  - Complete issue triage and resolution
- 

## 2.2. Scope

Independence has engaged Magnisol for the purpose of completing the implementation of the following Ceridian Dayforce functionality:

- Dayforce Benefits Essential
- Dayforce People Intelligence – Dayforce People Analytics
- Dayforce Document Management
  - Dayforce Recruiting
  - Dayforce Onboarding
  - Dayforce Compensation Management
  - Dayforce Engagement
  - Dayforce Performance Management
  - Dayforce Succession Planning
  - Dayforce Learning
  - Dayforce Career Explorer

Tasks, duties, responsibilities, and deliverable are included in the matrix below:

Dayforce Benefits Essential		
Benefit plan set up	Following this activity, Client will manage benefit plans and Employee benefit elections in Dayforce.	Included
Set up Benefit Carrier Exports	Magnisol will work with Client to set up Benefit Carrier Exports to send employee benefit elections to a third-party benefit vendor/administrator. Following this activity, Client will be able to manage employee benefits in Dayforce and have exports automatically sent to a third-party benefit vendor/administrator.	Up to four (4) Included
Magnisol will work with Client to set up an Annual Open Enrollment process that can be used each year.	Following this activity, Client will be able to leverage the defined Open Enrollment process to initiate and	Not Included: Support during first live enrollment process or any annual rate, plan, or carrier changes

	manage and Open Enrollment for their employees each year.	
Magnisol will work with Client to set up a New Hire Enrollment process that can be used by employees as they are onboarded.	Following this activity, Client will be able to provide an automated New Hire Enrollment process available for all newly hired or rehired employees.	Included
Magnisol will work with Client to set up a Life Event Enrollment process that can be assigned to employees for any other required enrollment.	Following this activity, Client will be able to manually assign a Life Event enrollment to an employee as required, allowing them to make changes to their benefit elections.	Included
Ceridian will work with Client to set up PPACA calendars, eligibility rules, and measurement and stability periods.	Following this activity, Client may measure PPACA eligibility and ensure that employees who qualify are offered benefits coverage.	Included
<b>Dayforce Dashboards</b>		
Access to Pre-Built Dashboards	Enablement of pre-built dashboards. Dashboards are available for customers with WFM, HR, Payroll and Recruiting data.	Included
Public Dashboards	Enablement of pre-built dashboards and views that span the Dayforce domains, available for Client to use and modify.	Included
Custom Dashboard Feature	Enablement of View Builder, which provides the ability for Client to create Client-specific dashboards and views.	Included
Shared Dashboards/Groups	Enablement of dashboard groups which allow Client to create groups or folders in which to store custom dashboards for the purpose of sharing dashboards with other My Dashboards users in Client's organization.	Included
Quick View	Enablement of Quick View feature which allows Client to query My Dashboards data mart using native language search engine.	Included
<b>Document Management</b>		
Document Management	Enablement of Document Management feature on the client table and enablement of roles with the Documents feature. Configuration of the document types for tasks, benefits, HR policies and employee files.	Included (manual assignment of security group for each employee is not included)
Company Documents	Configuration to allow for Client upload of documents for benefit plans & options and HR policies.	Included

Employee Documents	Configuration to allow for Client upload of documents to <b>Dayforce Document Management</b> employee files. Manual upload of documents to each employee file is handled by Client.	Included
Tasks	Configuration of task templates to allow for Client upload of documents to task templates.	Included
Self Service Forms	Configuration to allow for the upload of documents to custom forms.	Included
Without limiting the generality of the agreement between the Parties, Client is solely responsible for ensuring retention of documents is in compliance with all applicable privacy laws.		
<b>Recruiting</b>		
Recruiting Management	Configuration of the role(s) which define who has the ability to manage job requisitions, manage candidates, post positions to external job boards and Client Careers site, run reports, initiate offer letters, and then complete the hiring process.	Included
Candidate Configuration	Configuration of candidate sources and candidate statuses.	Included
Client Career Site Configuration	Configuration of Client Career Site to manage the default client sites and create new external client sites.	Included
Recruiting Properties and Logos	Configuration of core recruiting Client properties such as Candidate Acknowledgement, Screening Account Code, Footer Statement and Share Statement. Authorized users can localize and format a set of client properties that define the features of Recruiting. Configuration of Recruiting Logos for career sites and offer letter	Included
Job Posting and Application Configuration	Configuration of job application concepts, including questions, sections, qualifying/screening questions, and templates. Configuration of job posting templates, job requisition justification reasons, job search options, and job offer decline and rejection reasons.	Up to one job posting template per country included
Hiring Manager Self Service	Configuration of Client hiring manager access to initiate the job	Included



	requisition process and visibility into candidates for positions.	
External Job Posting	Configuration of external job board integration to allow Client to post positions to external job boards. Client must have an account with each external job board.	Up to one external job board per country included
Talent Community	Configuration of the role(s) to enable search capabilities to source candidates from the pool of previous applications to positions.	Included
Offer Management	Configuration of offer clauses, disclaimers, and contingencies to support the creation of offer letters and offer letter templates.	Included
Background Screening Integration	Configuration of the background screening provider (Sterling or HireRight) to allow orders to be placed and receive links to results.	Not Included
TeamRelate	Configuration of the TeamRelate feature, which enables the recruiter and/or hiring manager an option to request that a candidate complete a TeamRelate survey to identify candidate's communication style(s).	Included
<b>Dayforce Onboarding</b>		
Getting Started	Configuration of Getting Started page and company-specific Welcome Message. Additional configurations of the getting started pages are available for a fee based on discovery.	Core Functionality Included. Up to 1 Getting Started Page and Welcome Message Included (applies across all countries)
Onboarding Guided Processes	Enablement of pre-configured Guided Processes for forms completion required for onboarding. Additional guided processes and forms are available for a fee based on discovery.	Core Functionality included
Onboarding Notifications	Enablement of automated alerts to notify relevant stakeholders of important onboarding related events. Includes reminder notifications to new hires, managers and administrators of upcoming/overdue onboarding tasks, and reminder notifications to managers for new hires' first days.	Core Functionality included
Manager New Hire View	Enablement of Manager dashboard that provides visibility	Core Functionality included

	into new hires going through onboarding including the ability to view onboarding status, monitor onboarding task completion, and assign guides to new hires.	
<b>Compensation Management</b>		
Compensation Management	The ability to create compensation plans, define budgets and eligibility, and cascade budgets throughout the organization. Managers can view critical pay and performance information, recommend salary and bonus allocations for employees, and submit for approval.	Included
Import of Compensation Data	Any compensation plans or related data created outside of the Dayforce application are not included. Additionally, there is no import of external data into the Dayforce ``Compensation module.	Not Included
<b>Engagement</b>		
Engagement features	Enablement and set up, allowing for Client Administrators to manage employee engagement activities in Dayforce	Included
Consultation on configuration and utilization of Engagement.	Following this activity, Client will have access to Engagement features, and may update Engagement setup.	Included: Four (4) scheduled weekly sessions Not included: Import of external / historical engagement data into the Engagement module.
<b>Dayforce Performance Management</b>		
Performance Management	Configuration of organization goals, 2 rating scales, 3 cycle reviews, and 3 review templates. Client can configure as many goals, rating scales and reviews as required within this structure.	Included
TeamRelate	Enablement of TeamRelate feature, which provides managers with suggestions to help motivate an employee and provide the employee feedback, based on the employee's TeamRelate profile.	Included
<b>Dayforce Succession Planning</b>		
Succession Planning	Enablement of the Succession feature, which enables managers and administrators to conduct talent reviews, generate a talent	Included

	matrix, and create talent pools for key positions.	
History Import	Historical succession data created outside of the Dayforce application cannot be imported into the Dayforce Succession Planning module.	Not Included
<b>Dayforce Learning</b>		
Learning features	Enablement and set up, allowing for Client Administrators to manage employee learning eactivities in Dayforce	Included
Consultation on configuration and utilization of Learning.	Following this activity, Client will have access to Learning features, and may update Engagement setup.	Included: Four (4) scheduled weekly sessions Not included: Import of external / historical engagement data into the Learning module.
<b>Dayforce Career Explorer</b>		
Career features	Enablement and set up, allowing for Client Administrators to manage employee Career activities in Dayforce	Included
Consultation on configuration and utilization of Learning.	Following this activity, Client will have access to Learning features, and may update Career setup.	Included: Four (4) scheduled weekly sessions.

### 2.3. Out of Scope

Magnisol is not obliged to undertake any of the following activities, nor requires the other party to undertake any of the following activities to be able to fulfil the scope of the obligations under this SOW.

- Integration to 3rd party systems other than those identified within this SOW;
- Development of training materials outside of the education services specified herein;
- Client resource and/or third-party vendor management.
- Delivery of “Business as Usual” activities or processing.
- Review of business process or solution configuration of solutions outside of Ceridian Dayforce (including imports into or exports out of Dayforce not expressly defined within Col-001.
- Amendments or Updates to existing documentation or processes
- Any service or document not explicitly mentioned in this SOW.

### 2.4. Client Dependencies

The following dependencies have been identified:

- Systems access to facilities as required to perform their role.
- Access to the City of Independence Ceridian Dayforce environments. Approval of this Statement of Work will be taken as approval to provision this access for the term of this SOW.

### 2.5. RACI

The following table describes the Responsibility (R), Accountability (A), Contribution (C) and Informed (I) parties for each of the activities listed. This does not remove any accountability nor limit any responsibility under the terms described in Appendix 1: General Terms of this SOW.

Deliverable / Activity	Magnisol	Independence
<b>Project Management</b>		
Resource Management (City of Independence)	C R	A
Third Party Vendor Management, as applicable	C R	A
Resource management (Magnisol)	R A	C
Resource management (Ceridian), as applicable	C R	A
Continuous Improvement, Innovation, Strategic Advice	R C	I A
Project Meetings (Attendance, resourcing etc)	C	RA
<b>Discovery</b>		
Provision of available business artefacts (processes, solution design)	C I	R A
SME interviews and business artefact review	R A	C I
<b>Solution Review and Playback</b>		
Ceridian Dayforce solution review, as applicable	R A	C I
Health Check report generation	R A	C I
Report review and acceptance	C I	R A

### 3. Project Management

#### 3.1. Governance

The parties will establish and participate in the following governance forums in relation to the project:

- Scheduled and ad-hoc sessions between Project Sponsorship and Magnisol service team as required for resourcing discussions.

#### 3.2. Delivery Approach

The high-level approach for delivery is as follows:

- Scheduled discovery sessions
- Configuration within Dayforce
- Testing and auditing of configuration items
- Go-Live adherence as estimated with the project plan

#### 3.3. Project Dependencies

- Implementation completion prior to budget discussions (June or July 2024)
- Integrations from 3<sup>rd</sup> parties (e.g., Police)

### 3.4. Timesheets

Magnisol will provide timesheets generated from Magnisol's internal time systems for Client approval prior to any invoicing of fees and for reconciliation against invoiced values.

## 4. Key Personnel

The following key personnel have been identified for the delivery of the services as described in this SOW. Upon prior reasonable notice, Magnisol may replace the below mentioned named resources with a similarly qualified resource. Additional resources may be added to ensure quality delivery of the services without a change request where the services will be delivered within the budgetary estimates provided.

Name	Role	Role Level
Candice Weston	Project Manager	Senior Director
Della Gardner	Implementation Consultant	Senior Consultant

## 5. Fees

### 5.1. Travel and Expenses

This engagement is planned to be staffed by US-based Consultants and will not require travel. All work will be performed on a remote basis.

### 5.2. Fees for Services

The estimated fees for the Time & Materials engagement are below. NOTE: The regular rates have been discounted for this project. Regular rates are described within the Change Order Process.

Role	Rate (USD)	Total Est. hours	Total Est. Cost (USD)
Project Manager	\$127.00	450	\$ 57,150.00
Implementation Consultant	\$165.00	710	\$ 117,150.00
<b>Estimated total</b>		<b>1160</b>	<b>\$ 174,300.00</b>

## 6. Change Order Process

Either Client or Supplier may request a change to the scope or manner of provision of the Services, subject to the following project change control process:

- All requested services are submitted in writing by the requesting Party's Client Engagement Manager or Project Manager, here defined as a "Change Order."
- The Change Order will describe at a reasonable level of detail the change, the rationale for the change and the impact the change may have on the Services.
- Any Change order quote would need to be agreed and confirmed by the client based on the requirements and scope.
- Change Orders will be performed on a Time & Materials Basis.
- Change orders performed on a Time & Materials Basis will be charged in accordance with the following rate card, where they require the services of the following.

### Rate Card

The below rate card will be applied for any associated Change Request:

Role	Hourly Rate (USD)
Project Manager (Regular Rate)	\$ 195.00
Implementation Consultant (Regular Rate)	\$ 185.00



## Appendix 1: General Terms

### 6.1.1. Definitions

SOW – Is an abbreviation for Statement of Work

Unless otherwise defined herein or elsewhere in this SOW, all other terms used in this SOW are intended to have their standard dictionary meaning.

### 6.1.2. Payment Terms

Invoices for the completed days will be provided at the end of each month. Payment terms are 30 days from the invoice date.

### 6.1.3. Termination

#### Termination for Cause

Either Party may, by written notice, terminate this SOW if the other Party breaches any of its material obligations under this SOW, and does not cure such material breach within fourteen (14) days of receipt of a notice of such breach.

#### Termination for Convenience

The client may terminate this SOW at any time by providing Magnisol with thirty (30) days prior written notice.

#### Payment on Termination

Upon Termination for any reason, Client must pay Magnisol for all services properly performed, including in relation to partially complete Deliverables, before the date of Termination.

#### Independent Contractor

Magnisol is an independent contractor and neither Magnisol nor any employee or contractor of Magnisol is or shall be deemed to be employed by Client. Client is hereby contracting with Magnisol

for the services described in this SOW and Magnisol reserves the right to determine the method, manner and means by which the Services will be performed. Except as otherwise provided in this SOW, Magnisol is not required to perform the services during fixed hourly or daily times and if the Services are performed or provided at the Client's premises, then Magnisol's time spent at the Client's premises is to be at the discretion of Magnisol, subject to the Client's normal business hours and security requirements. Magnisol hereby confirms to Client that Client will not be required to furnish or provide any training to Magnisol to enable Magnisol to perform the services required hereunder. Except as set forth in the Statement of Work, Magnisol shall not be required to devote full time nor the full time of Magnisol's employees to the performance of the Services required hereunder, and it is acknowledged that Magnisol has other clients and Magnisol offers the same services to other clients.

### 6.1.4. Warranties

All Services will be provided in a professional and workmanlike manner using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected of an expert and experienced provider of the Services.

The provisions of this Section 6.1.4 state the sole and exclusive representations and warranties made by Magnisol to Client with respect to this SOW.

### 6.1.5. Liability

1. Limitation on Amount of Magnisol's Liability. In no event or circumstance shall Magnisol's total liability to Client arising out of or relating to this Statement of Work for any cause or claim whatsoever, and regardless of the form of action, whether in contract, tort (including negligence and strict liability), or otherwise, exceed the cumulative amount paid to Magnisol by Client under that Statement of Work which gave rise to or under which the claim has arisen.
2. Limitation on Recoverable Damages. In no event or circumstance shall either Party be

liable for any lost profits, lost revenues, or indirect, incidental, special, exemplary, punitive, or consequential damages whether in an action in contract or tort (including negligence and strict liability), including without limitation lost data, profits, and revenues, even if advised of the possibility of such damages.

#### **6.1.6. Intellectual Property**

##### **1. Magnisol's Ownership of Magnisol Property.**

Client acknowledges that the Magnisol Property (as defined below), provided pursuant to this Statement of Work whether separately or included in any deliverable or otherwise, are the exclusive property of Magnisol (or a third-party providing such Magnisol Property to Magnisol under a license) and remain so even after delivery to Client. No rights including, without limitation, any ownership interests in or to Magnisol Property, shall be sold, transferred, assigned or licensed to Client under this Statement of Work other than the license granted to Client in Section 6.1.6.2 below. The Magnisol Property is the confidential and proprietary information of Magnisol (or such third-party), and the Magnisol Property also may be protected by copyright, patent, trade secret and/or intellectual property laws. For purposes of this Statement of Work, Magnisol Property shall mean, (a) Magnisol's (or a third-party's licensed to Magnisol) proprietary software, software tools, and any other inventions, intellectual property, know-how, proprietary data and materials supplied by Magnisol to Client under this Statement of Work (whether as part of a deliverable or otherwise) including, without limitation any Magnisol Property so designated in a Statement of Work plus any enhancements or modifications made at any time to any of the above, and (b) any other intellectual property that has been identified as Magnisol Property

in any Statement of Work but excludes Magnisol Software (as defined below).

- 2. License of Magnisol Property to Client.** Magnisol hereby grants to Client a non-exclusive, worldwide, royalty free right and license to use, display, or perform Magnisol Property which has been incorporated into a deliverable, as necessary to utilize that deliverable for the purposes for which it was delivered to Client under the Statement of Work and to conduct Client's business ("Intended Use"), provided, however, all amounts payable by Client to Magnisol have been paid in full and the foregoing right shall not include the right to sublicense, sell, reverse engineer or market the Magnisol Property or share the Magnisol Property with any third-party with the intent to do the foregoing or to use the Magnisol Property for any purpose other than for the Intended Use. Any proprietary software and/or software tools developed by Magnisol, any subsidiary of Magnisol, any holding company of Magnisol or any subsidiary of any holding company of Magnisol, ("Magnisol Software") which Client wishes to use, requires licensing under a separate End User License Agreement between Client and the respective member of the same group of companies as Magnisol. The license granted under this Section 6.1.6.2 excludes any Magnisol Software.

##### **6.1.7. Non-Solicitation**

Unless otherwise agreed to in advance in writing by Magnisol, Client agrees that it will not, directly or indirectly, either for its own account or as a representative or agent for any third party, hire or solicit for the purpose of hiring (either as an employee, contractor, independent agent or representative of another vendor) any employee of Magnisol for a period beginning as of the Effective Date and ending one (1) year after the termination or expiry of the present SOW.

## Beyond Corporate Purpose: Elephants, Rhinos & People ('ERP')

Our Group operates under a hybrid business model in terms of which we fund and run an in-house non-profit, so that we go 'Beyond Corporate Purpose' in our day-to-day activities. Rather than implementing a traditional corporate social responsibility program and simply donating funds to charities, with 'Beyond Corporate Purpose' we operate a professionalized, institutional non-profit delivery capability, the primary focus of which is the protection and conservation of **E**lephants and **R**hinos in the wild, through an unusual strategy based on the economic upliftment of impoverished rural **P**eople in areas adjacent to the threatened species, or another definition of 'ERP', if you will.



Should we be successful in winning this engagement, we will channel 1% (one percent) of our net revenues deriving therefrom, to ERP projects. You would be able to choose from a range of projects towards which the funds would be directed, and our ERP staff will provide you with ongoing monitoring and evaluation, and reporting, at your election. Please note that the monies do not constitute an elective add-on to our fees but would rather be taken out of our revenues.

Please visit [www.erp.ngo](http://www.erp.ngo) for examples of our current initiatives and interventions.