

TERMS & CONDITIONS

These terms and conditions ("Terms") govern the provision of on-demand and marketing subscription services ("Services") by Empower Strategic Solutions, LLC, D.B.A., EmpowerFi™ ("Company"). By executing a contract that references this agreement, Client accepts and agrees to be bound by all the terms and conditions herein.

WHEREAS, EmpowerFi is in the business of providing marketing, design and strategic consultation services and other relevant marketing support services; and

WHEREAS, Client desires to engage EmpowerFi for certain Services and EmpowerFi desires to provide Client with certain Services from time to time as set forth in one or more Statement of Work(s) executed by the Client or their respective Affiliates and in accordance with this Agreement.

NOW, THEREFORE, for good and valuable consideration contained herein, the exchange, receipt, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. General description of the Services.

Client wishes EmpowerFi to perform certain consultation or other marketing services as mutually agreed by the Parties from time to time. Services will be based on a project-by-project basis and further described by this Agreement and specific Statement of Work ("SOW").

2. Statements of Work.

- a. Services performed by EmpowerFi and agreed to by Client will be described in a separate SOW. Any SOW that is entered into between Parties will describe the services to be performed by EmpowerFi and include any special terms and conditions, pricing or estimated fees for services, any additional fees that may be authorized such as expenses and relevant invoicing information.
- b. Unless otherwise stated in the SOW, each SOW will be subject to and governed by the terms and conditions of this Agreement. To the extent any terms set forth in a SOW conflicts with the terms set forth in this Agreement, the terms of the SOW will control.
- c. From time to time, the Parties may choose to change, in a material manner, a SOW. Such change must be agreed upon in writing by Parties in the form of an Amendment to the SOW. EmpowerFi will not perform any services that are not described in a SOW or which a reasonable person would not consider part of and necessary to the performance of Services described in such SOW, and Client will not be obligated to pay EmpowerFi for the performance of such services or any costs incurred by EmpowerFi in connection with any services not previously approved by Client or identified in the SOW. Any change to the services to be performed as described in a SOW will include the relevant change to fees, pricing, invoicing and terms and conditions.

3. Third-Party and Subcontractors.

From time to time, EmpowerFi may engage a Third-Party or Subcontractor to perform the services described in a SOW. In the event this engagement is required, a general description of the work performed by Third Party or Subcontractor will be described in a SOW. Client reserves the right to disallow any Third party or Subcontractor from performing work described in a SOW in writing and prior to the performance of work conducted by Third Party or Subcontractor.

4. Contact Personnel.

Each Party will provide a designated contact who will receive, coordinate and be responsible for the relationship and communications between Parties. In the event the designated contact is no longer employed or affiliated with their respective organization after execution of this Agreement, the party will immediately send said notification of the change to the other party.

5. Subscription Period, Renewals, and Term.

- a. **Agreement Term.** This Agreement commences on the Effective Date and continues until all SOW or subscriptions hereunder have expired or have been terminated.

- b. **Subscription Period:** Upon expiration of the initial Subscription Period, Client's subscription to the applicable Subscription Services and Support Services, and the term of this Agreement, shall automatically renew for one additional period equal to 365 days, at Company's then-current subscription price stated on initial SOW, unless either Party notifies the other Party no later than sixty (60) days prior to the scheduled renewal date that it is electing not to renew this Agreement, in which case the subscription and the term of this Agreement shall end upon the expiration of the then-current Subscription Period.
- c. **SOW Term.** Each SOW will have a stated effective date which will be the date that the SOW will be made effective and will terminate upon the earlier of (a) completion of Services to be provided within the scope and description of Services of the SOW or (b) as otherwise terminated in accordance with Section 6 of the Agreement.

6. Termination.

- a. **Agreement Termination.** Either Party may terminate this Agreement within sixty (60) days' prior written notice to the other Party of the term end date. If Agreement expires or is terminated by either Client or EmpowerFi, Parties agree and acknowledge that Sections 6, 8, 9, 14, 15 and 18 will survive and will remain in full and complete force as if this Agreement was still in effect. The termination of this Agreement by either Party will not automatically terminate all SOWs then in effect, unless otherwise expressly agreed by the Parties in writing.
- b. **SOW Termination.** Either Party may terminate any SOW upon sixty (60) days' prior written notice to the other Party to the SOW term end date. Termination of a SOW will automatically terminate the performance of services under such SOW. Upon the termination of a SOW, EmpowerFi will promptly cease, and, if applicable, will cause its Subcontractors to cease, the performance of the applicable services. As soon as reasonably possible, but in no case later than sixty (60) days from the termination date of any SOW or this Agreement by either Party in accordance to this Section 6. EmpowerFi will provide Client with a final reconciliation of payment which will contain an itemized accounting of the services performed for each terminated SOW prior to the date of termination so as to properly determine the amount of any balance owed by or any overpayment to be refunded to Client. Client will pay EmpowerFi all undisputed fees for services performed by EmpowerFi or its Subcontractors and all permitted reimbursable expenses incurred by EmpowerFi or its Subcontractors in connection with the performance of Services through the termination date as calculated in accordance with the provisions of this Agreement and the applicable SOW. In addition, Client will reimburse EmpowerFi for all reasonable, non-cancelable obligations to third parties incurred by EmpowerFi or its Subcontractors in the course of the performance of services and any costs incurred in connection with any wind-down instructions provided by Client. Any balance owed by, or any overpayment to be refunded to, Client will be paid or refunded within thirty (30) days following receipt of such itemized accounting and Invoice. Termination of a SOW will not act as a termination of this Agreement or any other outstanding SOW.
- c. **Termination for Material Breach or Insolvency.**
 - i. Either Party may terminate this Agreement or any applicable SOW that the Parties may have entered immediately if the other Party materially breaches the terms of this Agreement or the terms of any applicable SOW which the Parties may have entered, and the breaching Party is unable to or otherwise fails to cure the breach within sixty (60) days after receipt of written notice from the non-breaching Party describing the breach.
 - ii. Termination of a SOW in accordance with Section 6c will not act as a termination of this Agreement or any other outstanding SOW.
 - iii. Either Party may immediately terminate this Agreement or any applicable SOW that the Parties may have entered if either Party has an Insolvency Event. For purposes of this Agreement, an "**Insolvency Event**" will mean any event where the Party either voluntarily or involuntarily liquidates the Party's assets, seeks relief from debts to creditors via bankruptcy protection or other similar events leading to insolvency. An Insolvency Event will not be considered a breach of this Agreement or any applicable SOW that the Parties may have entered, and no remedy will be made to the non-Insolvency Event Party by the Party having the Insolvency Event other than what may be determined by a trustee, receiver, liquidator, custodian or other similar official who is generally assigned for the benefit of creditors.

7. Compensation for Services.

- a. **Fees.** Client will pay EmpowerFi for Services performed under this Agreement (“Fees”) in accordance with the payment terms set forth in Section 8 and any applicable SOW. Payment of fees will occur in accordance with the payments and fee description as detailed in the SOW. Such fees may include services by EmpowerFi or its Subcontractor (as the case may be) pursuant to a SOW, pass through costs and management fees of third party vendors and/or subcontractors and reimbursement of any out-of-pocket expenses that may be incurred by EmpowerFi or its Subcontractor in connection with the performance of such services (including, without limitation, travel expenses such as lodging, transportation, meals and other expenses that are reimbursable by Client in accordance with the guidelines set forth in Exhibit A (“Reimbursement Guidelines”)).

8. Service Deliverables & Additional Fees

- a. **Definitions.** Deliverables are defined as individual campaign-related pieces such as postcard, digital graphic, interstitial, email blast, article, etc. Deliverables over and above the allotted monthly amount will be billed at standard rates. Standard rates will be communicated upon request.

At EmpowerFi, we define rush/expedited projects as the following:

- A complete campaign that is needed (final in-hand or mail drop date) in less than 30 business days.
 - A collateral design and/or print piece that is needed (in-hand) in less than 14 business days.
 - A digital design file that is needed in less than 7 business days.
- b. **Additional Fees.** If any of the above occur, client may incur a rush/expedition fee of \$350 per deliverable. (i.e., per each individual campaign deliverable, per design file, or per collateral piece). Clients will be notified of any rush/expedition fees in advance, and these fees will require explicit client approval before proceeding.
 - c. **Cancellation.** In the event of cancellation of a rush/expedited project, a cancellation fee of \$200 may apply.

9. Payment.

- a. **Invoices.** EmpowerFi will submit invoices to Client in accordance with the terms and conditions within the Agreement and any applicable SOW that the Parties may have entered. Payments for invoices submitted by EmpowerFi to Client are due from Client within thirty (30) days following Client’s receipt of such invoice. Late invoicing will not affect Client’s responsibility for payment. A finance charge of 1.5% simple interest may be added to all outstanding amounts unpaid for 30 days or more.

Invoices will reference the applicable milestones or Services described in the SOW and any other fees such as expenses or third-party or subcontractor fees or pass through costs. Unless otherwise specified in the applicable SOW, Client will not be required to make a payment to EmpowerFi without submission of the applicable governmental tax withholding forms by EmpowerFi to Client.

- b. **Taxes.**

Client will pay all applicable taxes that are required by US federal, state, or municipal law and may be incurred by EmpowerFi in the performance of Services under this Agreement or any SOW that the Parties may have entered without deduction to fees due to EmpowerFi. Client will submit such deduction or withholding for taxes to the appropriate governmental authority and will provide a tax certificate to EmpowerFi.

- c. **Dispute Handling of Invoices and Payment Terms**

- i. Any objections to any invoice(s) will be sent in writing to EmpowerFi by the Client designated Contact listed in SOW no later than ten (10) days from receipt of invoice. If applicable, EmpowerFi will submit an amended invoice(s) to Client for payment. Until objection is resolved, Client will remain responsible for payment of original invoice per the payment terms of this section 8. Payment for amended invoice(s) will remain due within

thirty (30) days of receipt of the original invoice(s). Failure to notify EmpowerFi will constitute a waiver of such objections.

- ii. Payments will be applied in the following order against amounts owed by Client to EmpowerFi:
 1. Payments of any costs of collection incurred by EmpowerFi (including attorneys' fees and expenses);
 2. Payment of any late fees and/or penalties, including finance charges; and
 3. Payment of fees for services rendered by EmpowerFi to Client pursuant to this Agreement or applicable SOW.
- iii. Client and EmpowerFi agree that any settlement of disputes regarding this Agreement or applicable SOW must be in writing and signed by EmpowerFi or it will not be binding upon EmpowerFi.
- iv. Client authorizes EmpowerFi to deposit and receive payments marked "Paid in Full" or "Full Satisfaction and Discharge" or words of similar import, without waiving EmpowerFi's right to proceed against client for any outstanding amounts owed by Client in excess of such payments.

10. Confidential Information and Non-Disclosure.

- a. During the term of this Agreement, Parties may disclose certain Confidential Information ("**Disclosing Party**") to the other Party ("**Receiving Party**") or provide certain materials containing Confidential Information. Confidential Information is defined as any confidential or proprietary information of Disclosing Party that is disclosed in any format by Disclosing Party or its Representatives to Receiving Party or Receiving Party's Subcontractor in connection with the performance of Services. Such Confidential Information can be written, electronic or in oral form and can include without limitation, information relating to Disclosing Party or its Affiliates' finances, pricing, proposals, business operations, know-how, methodologies, customers, business partners, employees, client or physician lists, products, potential products, development programs, business strategies, operating procedures or any data, scientific, technical information or intellectual property rights (including, without limitation, all patents, trademarks, copyrights, trade secrets and know-how) owned or licensed by Disclosing Party or its Affiliates.
- b. The obligations of confidentiality with respect to a trade secret under applicable law shall continue until such information or data ceases to be a trade secret under applicable law and with respect to all other Confidential Information continue for the term of this Agreement and ten (10) years thereafter, unless applicable federal or state laws require that any Confidential Information remain confidential.
- c. **Exceptions to Confidential Information.** Parties acknowledge that the following will not apply to Confidential Information under this Agreement:
 - i. Any information that was generally available to the public or becomes generally available to the public other than by the willful or gross negligent act of the Receiving Party
 - ii. Any information that was in the possession of the Receiving Party prior to the earlier of Effective Date of this Agreement or the Effective Date of any Non-Disclosure Agreement between the Parties or Confidentiality Agreement between the Parties.
 - iii. Any information that is required to be disclosed by the Receiving Party in order to comply with applicable laws, regulations or other legal order.
 - iv. Any information that was disclosed to Receiving Party by a third party who, to the best of the Receiving Party's knowledge at the time of receipt of such information, was not obligated to keep such information confidential.
 - v. Any information that was independently developed by the Receiving Party.
- d. **Client Confidential Information.** All data, results, records, notes and work product or any other deliverables generated by EmpowerFi or its Subcontractors in connection with the performance of Services (collectively, "**Data**") will be deemed "**Client Confidential Information**", except to the extent that the Data consists of EmpowerFi Property ("**EmpowerFi Confidential Information**"). To the extent that any Data, or any other deliverable under this Agreement or a SOW, provided by

EmpowerFi, or Subcontractors to Client or any of its Affiliates hereunder consists of Client Property, Client hereby grants to EmpowerFi a non-exclusive, perpetual, fully paid-up, royalty-free, irrevocable, worldwide license, with the right to grant sublicenses, to use such Client Property or Data in connection with EmpowerFi's business.

- e. EmpowerFi further agrees that it will not use any nonpublic personal information about the Customer's customers/members in any manner prohibited by Title V of the Gramm-Leach-Bliley Act. EmpowerFi shall use commercially reasonable efforts to implement and maintain appropriate measures designed to meet the objectives of the guidelines establishing standards for safeguarding nonpublic personal information about the Customer's customers/members as adopted by any federal financial regulatory agency having authority over the Customer's business.
- f. **EmpowerFi Confidential Information.** Any Confidential Information as defined in Section 9(a) and that is property of, owned by or disclosed by EmpowerFi will be deemed "**EmpowerFi Confidential Information**".
- g. **Non-Disclosure.** The Receiving Party will not disclose any Confidential Information of the Disclosing Party to any third party without the express written permission of the Disclosing Party other than to its employees, subcontractors, or affiliates all of which may be considered necessary in the performance of Services and are not excluded from receiving the Disclosing Party's Confidential Information. The Receiving Party will use the Disclosing Party's Confidential Information only as the information is necessary to complete and perform the Services. The Receiving Party will protect the Disclosing Party's Confidential Information with the same care as the Receiving Party uses to protect its own Confidential Information. The Receiving Party will be liable to the Disclosing Party for any unauthorized use of the Disclosing Party's Confidential Information. The Parties acknowledge that unauthorized disclosure of Confidential Information may cause irreparable harm for which remedies at law may not be adequate. As such, the Disclosing Party will be entitled to seek injunctive relief or specific performance to prohibit the further disclosure of Confidential Information, which will not limit the Disclosing Party from seeking equitable relief and will not limit the Disclosing Party's rights and remedies.
- h. **Inventions and Intellectual Property.** Unless expressly agreed to by the Parties in writing, all improvements, information, inventions, work products, and data, that are generated or conceived by EmpowerFi as a direct result of the performance of the Services under this Agreement or any SOW will be deemed as Intellectual Property of the Client ("**Inventions**"). Inventions do not and will not include any EmpowerFi Property or Confidential Information. All Inventions other than EmpowerFi Property and Confidential Information will be the sole and exclusive property of Client and will be deemed Client Confidential Information. EmpowerFi hereby assigns and transfers to Client all rights, title and interest to any and all Inventions.
- i. **EmpowerFi Property.** For the avoidance of doubt, EmpowerFi Property is defined as any ownership or otherwise control of certain inventions, processes, know-how, software (including codes) technology, means, trade secrets, improvements, other intellectual property, and other assets, which are owned or controlled by EmpowerFi prior to the Effective Date of this Agreement. Additionally, EmpowerFi Property will also include any inventions, processes, know-how, software (including codes) technology, means, trade secrets, other intellectual property and other assets which are acquired, enhanced, modified, improved, created or developed by EmpowerFi after the Effective Date and independently of its performance of Services under this Agreement or any SOW (collectively "EmpowerFi Property").

11. **Parties Represent and Warrant:**

- a. **Due Authorization.** Each Party represents and warrants to the other Party that (a) it has the full power and authority to enter into this Agreement; (b) the person whose signature has caused this Agreement to become in effect on behalf of the Party is duly authorized on behalf of the Party to cause this Agreement to become in effect; and (c) this Agreement constitutes a valid and legally binding obligation of such Party and is enforceable against such Party in accordance with its terms.

- b. **No Impairment.** Each Party represents and warrants, on behalf of itself and its Affiliates (as the case may be) that the Party is not currently involved in or is aware of any actions pending against the Party that would (a) prevent or disqualify the Party's ability or authorization to execute this Agreement or any SOW hereunder, (b) perform its obligations hereunder or (c) question the legality or propriety of this Agreement or the SOW.
- c. **Work for Third Parties.** Each Party covenants on behalf of itself and its Affiliates (as the case may be), that prior to the Effective Date of this Agreement and during the Term of this Agreement that Party has not entered into any Agreement with any third party that would prevent Party from performing its obligations described in this Agreement or any SOW hereunder.

12. **Insurance.**

During the Term, each Party will maintain insurance sufficient to meet its obligations under this Agreement or any SOW hereunder. Upon request by either Party of the other Party to provide a certificate of insurance demonstrating that the needed insurances are current and of adequate amounts to cover the obligations of Party under this Agreement or SOW, the Party receiving the request will provide to the requesting Party such certificates of insurance showing that such insurances are in place.

13. **Non-Infringement.**

Each Party represents and warrants that any work, results, data, documents, information and any and all intellectual property rights provided by the Party in connection to the Party's obligations under this Agreement or in the performance of the Services in any SOW do not, to Party's knowledge, infringe or constitute the misappropriation of any third-party patents, copyrights or other industrial property rights.

14. **Additional Warranties.**

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR EXTENDS ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE.

15. **Indemnity.**

- a. **Client Indemnity.** Client will indemnify, defend and hold harmless EmpowerFi, its Subcontractors, and each of their respective directors, officers, employees and agents (collectively, the "**EmpowerFi Indemnitees**") from any third party claims, judgements or actions resulting in damages, liabilities, losses, costs, fees (including reasonable attorney's fees) and other expenses (collectively, "**Losses**"), incurred by any EmpowerFi Indemnitee that has been caused by (a) the performance of Services by EmpowerFi Indemnitees in compliance with the terms of this Agreement or any applicable SOW or any Client written or oral instructions, (b) any gross neglect, recklessness, willful misconduct or omission by Client or its Affiliates, (c) any claim that EmpowerFi's use or possession of any content or other materials provided by Client to EmpowerFi in connection with this Agreement or SOW infringes on any third party patent, copyright, title, trademark, trade secret, proprietary right or proprietary property or (d) any breach of this Agreement or SOW by Client or its Affiliates.
- b. **EmpowerFi Indemnity.** EmpowerFi will indemnify, defend and hold harmless Client and its Affiliates, and each of their respective directors, officers, employees and agents (collectively, the "**Client Indemnitees**") from any third party claims, judgements or actions resulting in Losses that are incurred by any Client Indemnitee and that has been caused by (a) any gross neglect, recklessness, willful misconduct or omission by EmpowerFi, (b) any claim that Client's use or possession of any content or other materials provided to Client by EmpowerFi in connection with this Agreement or SOW infringes on any third party patent, copyright, title, trademark, trade secret, proprietary right or proprietary property or (c) a breach of this Agreement or any SOW by EmpowerFi.
- c. **Indemnification Procedure.**
 - i. The Party seeking indemnification under the terms of this Section 14 ("**Indemnified Party**") will notify the other Party ("**Indemnifying Party**") in writing within thirty (30) days of receipt of notice of any claim, suit or proceeding for which indemnity is being claimed pursuant to the terms and conditions of this Section 14. As part of the notice to the Indemnifying Party, the Indemnified Party will provide the details necessary for the Indemnifying Party to

understand the nature of the claim. The failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of its obligations, except to the extent that the Indemnifying Party is prejudiced.

- ii. The Indemnified Party will provide the Indemnifying Party with all documents, materials and reasonable cooperation necessary to defend any claim, suit or proceeding. The Indemnifying Party will solely control the defense, investigation, trial, negotiation and settlement of any such claim, suit, action and any appeal. The Indemnified Party will not negotiate or agree to any settlement without the express prior written consent of the Indemnifying Party.

16. Limitation of Liability.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, WHETHER IN TORT, CONTRACT OR OTHERWISE THAT ARISE OUT OF THIS AGREEMENT OR ANY SOW WITH RESPECT TO A PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR ANY SOW EVEN IF IT IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE WILL THE TOTAL CUMULATIVE LIABILITY OF EMPOWERFI TO CLIENT FOR ALL DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT OR OTHERWISE EXCEED THE AGGREGATE FEES PAID TO EMPOWERFI IN CONNECTION WITH THE SPECIFIC SOW THAT IS THE SUBJECT OF THE CLAIM.

17. FORCE MAJEURE.

Except for the obligation to make payments, any obligation under this Agreement or SOW that is not performed by either Party due to reasons of fire, flood, natural disaster, strike, lockouts, restrictive governmental acts, restrictive judicial orders, war, acts of God, or any other reason that is reasonably beyond the control of such Party will be excused.

18. Intended Relationship.

EmpowerFi is an Independent Contractor and is not to be considered an employee, partner, joint venture, or business partner of Client. However, from time to time, certain Services provided by EmpowerFi to Client may cause EmpowerFi to be considered as an agent of Client. In these limited circumstances and as outlined in a SOW, Client and EmpowerFi may, in writing, mutually agree to a limited principal agent relationship. Otherwise, neither Party will have any right, power or authority to bind or obligate the other, nor will either Party represent itself as having such right, power or authority.

19. Notices.

Any notice required or permitted to be given under the terms of this Agreement or any SOW by either Party will be made in writing and delivered (a) by courier with tracking information if such tracking ability is possible, (b) by certified mail or (c) by agreeable electronic transmissions where such notices are secure and require certified e-signatures to identify receipt. All notices to each Party will be sent to the address for said Party set forth in the applicable SOW. If no address is provided in the SOW, then notices will be sent to the following address:

20. Assignment.

Each Party has the right to assign its rights and obligations of this Agreement and any applicable SOW hereunder ("**Assigning Party**") to any corporate affiliate or successor of all or mostly all of the Party's business and assets ("**Newly Assigned Party**") provided that the Newly Assigned Party is bound by the terms and conditions, rights and obligations of the Assigning Party. Otherwise, neither Party may assign any right or obligation under this Agreement or any SOW hereunder to any other party or entity without the express written permission of the other Party. Any transfer of assignment to any other party for any other reason will be rendered null and void.

21. Amendments.

Parties may choose from time to time to amend or modify this Agreement or any applicable SOW. Any Amendment to the Agreement or any SOW must be done in writing and signed by authorized representatives of both Parties. No waiver, alteration, modification or amendment of any term or condition of this Agreement

or SOW will be in effect unless such written authorization is provided and caused to be effective by the signature of authorized representatives of each Party.

22. Governing Law.

This Agreement will be interpreted, governed, constructed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to its conflict-of-laws principles. Any complaint that may arise between the Parties as it pertains to this Agreement, or any SOW will be heard and determined exclusively in the state or federal courts in the Commonwealth of Pennsylvania.

23. Costs and Fees.

In the event of a dispute, controversy, difference, or issue that may arise between the parties arising out of or related to this Agreement or the Services, the prevailing party will be entitled to costs and fees, including reasonable attorneys' fees, associated with its resolution.

24. Severability.

If any one or more provisions of this Agreement will be found to be invalid, illegal, or unenforceable in any respect, the provision or provisions in question will be considered severed from this Agreement. The validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. The Parties will make a good faith effort to replace any such provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering into this Agreement may be realized.

25. Entire Agreement.

This Agreement, including any Schedules, Exhibits, Amendments and SOWs constitute the entire agreement between Client and EmpowerFi with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral relating to such subject matter.

26. Headings.

Captions or headings found in this Agreement are for convenience only to serve as easy reference and in no way will be considered in the interpretation of this Agreement or its meaning.

27. Counterparts.

This Agreement and any SOW may be signed in any number of counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Any counterpart may be signed and transmitted by Portable Document Format (PDF) with the same force and binding effect as if such counterpart were an ink-signed original.

EXHIBIT A

REIMBURSEMENT GUIDELINES

EmpowerFi requires that travel – including meals, accommodations and transit are reimbursed for any required travel for work completed within this SOW. EmpowerFi will submit expense report/invoice within 30 days of required travel and reimbursement payment is due within 30 days of receipt of expense report/invoice.

- **TRAVEL AIR** – most economic and convenient/available class fares for all client-related travel, plus reimbursement for first checked bag. Client will not be required to reimburse booking agent fees or flight insurance.
- **AUTO RENTAL** – EmpowerFi will use standard/economy auto for travel, if distance is under 50 miles. If auto is chosen for travel, we will obtain comparative airfare for same travel. The lesser cost will be reimbursed. Gas, parking and tolls will also be reimbursed.
- **PERSONAL AUTO** – mileage reimbursement for personal auto is equivalent with the annual IRS standard mileage rate at the time of travel, and includes transportation to/from airport. Parking and tolls will also be reimbursed.
- **LOCAL TRANSIT** – use of public transportation is encouraged, including shared rides (Uber/Lyft) - shuttles/taxis, trains and buses and will be eligible for reimbursement from client.
- **MEALS** – Meals during travel are reimbursed on per diem basis. EmpowerFi standard per diem meal rate for client reimbursement is \$105/pp.
- **ACCOMMODATIONS/HOTELS** – Receipts will be provided for reimbursement of accommodations for all client travel. Maximum reimbursement costs reflect 1 room per person traveling. Room sharing is not required but may be utilized on a case-by-case basis. Client will be billed actual final accommodation expenses.
- **OTHER EXPENSES** – Other expenses must be accompanied by receipts and explanations where necessary.