

ALL SERVICES CONSULTING AGREEMENT

This Consulting Agreement (“*Agreement*”) is made and entered into on 3/29/2022 by and between the following parties:

Company Name	Headquarter Address
(“ <i>Qualigence</i> ”) Qualigence, Inc.	35200 Schoolcraft Rd, Livonia, MI, 48150
(“ <i>Client</i> ”)	

Services	Preferred Client Rate (Per Hour)
Research Services	\$ 120.00 US dollars
Sourcing Services	\$ 130.00 US dollars
Recruitment Services	\$ 140.00 US dollars
Executive Search Services	\$ 200.00 US dollars

Net Terms Thirty (30) days **Contract Term** Three (3) years

Special Terms/Notes:

RECITALS

A. Qualigence is a research, sourcing, recruiting and executive search firm devoted to partnering with its clients to identify and/or hire the most qualified candidates.

B. Client desires to retain Qualigence to provide such Services in accordance with the terms and conditions described herein.

The parties agree as follows:

1. **Engagement of Qualigence.** Client hereby engages Qualigence to perform certain services, as more specifically described in Section 2 below, identified by Client. Qualigence's engagement shall be subject to the terms and conditions of this Agreement, and Qualigence hereby accepts such engagement for and in consideration of the Compensation described in Section 3 below.

2. **Services to be Performed by Qualigence.** During the term of this Agreement, Qualigence may perform from time to time, upon written direction from Client, any one (1) or more of the following services for and/or on behalf of Client:

- a. **Research Services.** Qualigence may assist Client in candidate research and name generation for positions described in writing by Client ("***Research Services***"). In the event Qualigence performs such Research Services for Client, Qualigence shall provide Client with a list of contact information regarding such prospective employees whose current job function meets the job function of the position(s) identified in writing by Client; however, Qualigence will not have direct contact with any prospective employees. Client shall pay Qualigence the amounts described in Section 3 below for the provision of such Research Services.
- b. **Sourcing Services.** Qualigence may assist Client in candidate sourcing and name generation for positions described in writing by Client ("***Sourcing Services***"). In the event Qualigence performs such Sourcing Services, Qualigence shall identify candidates for prospective employment with Client and preliminarily screen such prospective employees on behalf of Client to determine whether such prospective employees would be appropriate to work with Client. Client shall assume responsibility to further vet such candidates to determine which, if any, candidates should be contacted for further discussion and interviews. Client shall pay Qualigence the amounts described in Section 3 below for the provision of such Sourcing Services.
- c. **Recruitment Services.** Qualigence may recruit and refer prospective employees for placement with Client for positions described in writing by Client ("***Recruitment Services***"). In the event Qualigence performs such Recruitment Services, Qualigence shall identify candidates for prospective employment with Client and complete an in-depth skills and competency-based interview on such prospective employees on behalf of Client to determine whether or not such

prospective employees would be appropriate to work with Client. Client shall pay Qualigence the amounts described in Section 3 below for the provision of such Recruitment Services.

- e. Executive Search Services. Qualigence may recruit and refer prospective employees for placement with Client for positions described in writing by Client (“*Executive Search Services*”). In the event Qualigence performs such Executive Search Services, Qualigence shall identify candidates for prospective employment with Client and complete an in-depth skills and competency-based interview including a Behavioral Assessment, video interviews or in-person interviews (upon request & reimbursement for travel) on such prospective employees on behalf of Client to determine whether or not such prospective employees would be appropriate to work with Client. A full candidate profile will be developed and provided to Client. Client shall pay Qualigence the amounts described in Section 3 below for the provision of such Executive Search Services.
- f. Additional Services. Client may from time to time request Qualigence to perform additional services relating to recruitment research and professional employment searches (“*Additional Services*”), for an amount that shall be agreed upon in writing by Client and Qualigence (prior to the commencement of such Additional Services).

3. Compensation. As compensation for the performance of Qualigence’s Services described herein, Client shall pay Qualigence the following compensation (“*Compensation*”), irrespective of whether or not Qualigence is able to identify any prospective employees for the positions requested by Client and/or whether or not Client hires or engages any such prospective employee(s) referred by Qualigence:

- a. Research Services. Client shall pay Qualigence the Preferred Client Rate per hour for Research Services as described above.
- b. Sourcing Services. Client shall pay Qualigence the Preferred Client Rate per hour for Sourcing Services as described above.
- c. Recruitment Services. Client shall pay Qualigence the Preferred Client Rate per hour for Recruitment Services as described above.
- d. Executive Search Services. Client shall pay Qualigence the Preferred Client Rate per hour for Executive Search Services as described above.
- e. Third Year Increase. In the third year of the Agreement, the rates in 3.a. above shall increase by the Consumer Price Index All Urban Consumers (“CPI”), as published by the United States Department of Labor, Bureau of

Labor Statistics, Not Seasonally Adjusted, Detroit-Warren-Dearborn, MI All Items, Series ID: CUUSS23BSA0.

- f. **Additional Hire.** Client also agrees that if it hires more than 1 candidate from those presented, no additional fee shall be due.

3.1. **Limited Pricing Cap and Performance Guarantee.** Notwithstanding the Compensation terms described above in Paragraph 3, Qualigence shall offer Client capped rates for certain Search Services and a limited replacement guarantee, as follows:

- a. **Executive Search Services.** Although Qualigence shall bill Client per hour, in no event shall such Search Services for Executive positions exceed twenty-two percent (22%) of the placed Executive's base salary. For such Search Services, Client shall pay to Qualigence the actual hours billed by Qualigence or twenty-two percent (22%) of the placed Executive's base salary, whichever is lower. Qualigence shall bill hourly in accordance with normal billing practices, and any adjustments required under this provision shall be made upon close of Executive's position.
- b. **Non-Executive Search Services.** Although Qualigence shall bill Client per hour, in no event shall such Search Services for Non-Executive positions exceed nineteen percent (19%) of the placed Non-Executive's base salary. For such Search Services, Client shall pay to Qualigence the actual hours billed by Qualigence or nineteen percent (19%) of the placed Non-Executive's base salary, whichever is lower. Qualigence shall bill hourly in accordance with normal billing practices, and any adjustments required under this provision shall be made upon close of Non-Executive's position.
- c. **Limited 6 Month Replacement Guarantee.** In the event that a candidate is placed with Client as the result of Qualigence's Search Services and Client terminates the candidate for performance-related reasons within the first six (6) months of employment, Qualigence shall replace the candidate at no cost to Client, provided that the following terms have been met:
- i. Client paid a minimum of twelve percent (12%) of the terminated candidate's base salary to Qualigence for Search Services provided in placing that candidate.

4. **Payments - Due Date.** Qualigence may provide invoices to Client on a weekly, but no later than monthly, basis for Services rendered during the immediately preceding work period. Payment is due to Qualigence within the net terms of the invoice date printed on invoice ("***Due Date***"). Net terms are stated on page 1 of Agreement.

- a. **Quick Pay Discount.** If Client pays Qualigence within 10 days of the invoice date, Client shall be entitled to a 2% discount off of the invoice. Payment must

be received by Qualigence on or before the 10th day after the invoice to qualify for the Quick Pay Discount.

- b. Late Payment. If Client fails to make payment to Qualigence on or before the Due Date, Client shall be responsible for a late payment fee of 1.5% per month compounded on the late payment.

5. **Term and Termination**.

- a. Term. This Agreement shall commence as of the date hereof stated on page 1 of Agreement and shall remain in effect until the contract terms identified above following the Effective Date; or the date in which any agreed upon Services described above are complete;
- b. Termination for Convenience. The Parties reserve the right to terminate these General Provisions or the Agreement, or any work or portion of work thereunder, when it is in the Party's interest to do so, by thirty (30) calendar days' prior written notice to the other Party. On the date designated for termination, Qualigence will immediately stop work at the end of that business day and will wind up business as specified in the notice of termination. Qualigence will continue performance of any work not terminated by written notice. Within ninety (90) business days of receipt of notice of termination, Qualigence will submit a list of outstanding invoices for the software, goods, or services accepted prior and up to the date that the receipt of notice of termination is received, and any additional services that were performed up to the effective date of termination, and the amount of such invoices may not exceed the total contract price less payments previously made and less the contract price of work not terminated; and
- c. Termination for Non-Payment. Qualigence shall be entitled to suspend or terminate all Services then being performed for and/or on behalf of Client if any invoice remains unpaid for more than thirty (30) days after its Due Date. Suspension or termination of Services shall not relieve Client of its obligation to pay for Services rendered prior to such suspension or termination.

6. **Confidentiality**.

- a. Confidentiality. Any information disclosed by one party ("**Disclosing Party**") to the other party ("**Recipient**") in connection with this Agreement, whether before or after the execution of this Agreement, that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential ("**Confidential Information**") will be protected and held in confidence by the Recipient. Confidential Information will be used solely for the purposes of performing the duties and obligations described in this Agreement. Disclosure of the Confidential Information will

be restricted to the Recipient's employees, suppliers or agents on a "need to know" basis in connection with the performance of the duties and obligations described in this Agreement. Confidential Information does not include information which: (i) is already known to the Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed without use or benefit of the Disclosing Party's Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each Recipient agrees to protect the Disclosing Party's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party.

- b. **Remedies.** Each Recipient acknowledges and agrees that the restrictions set forth in this Section 6 are fair and reasonable, and are reasonably required for the protection of the legitimate business interests of the Disclosing Party (and its affiliates). Each Recipient further acknowledges and agrees that in the event of a breach (or attempted breach) of any such restriction(s), the Disclosing Party (or the applicable affiliate) will be "irreparably harmed" and its damages will be substantial and difficult, if not impossible, to ascertain, and that money damages may not afford the injured party adequate relief. Accordingly, each Recipient agrees that, in the event of its breach of any restrictive covenant(s) of this Agreement, the Disclosing Party (or the applicable affiliate) may seek an injunction, which would include a court order compelling such party to refrain from activities resulting in a breach (or attempted breach) of any restrictions set forth in this Section 6.

7. **Compliance with Laws.** The parties agree to comply at their own expense with all applicable federal, state and local laws, rules, regulations and/or ordinances, including, but not limited to, any employment related laws, rules, regulations and/or ordinances.

8. **Mutual Indemnification.**

- a. **Client's Indemnification.** Client shall indemnify, defend (using counsel reasonably acceptable to Qualigence), and hold harmless Qualigence, its affiliates, owners, directors, officers, employees, contractors, agents, successors and assigns, from any and all liabilities, damages, claims, fees, fines, penalties, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "***Losses***") which Qualigence may incur, suffer, become liable for, or which may be asserted or claimed against Qualigence as a result of the acts, errors, or omissions of Client, which are

fraudulent, grossly negligent, intentional torts or a breach of the terms of this Agreement by Client or the enforcement of this Agreement by Qualigence.

- b. **Qualigence's Indemnification.** Except as provided herein, Qualigence shall indemnify, defend (using counsel reasonably acceptable to Client), and hold harmless Client, its affiliates, owners, directors, officers, employees, contractors, agents, successors and assigns, from any and all Losses which Client may incur, suffer, become liable for, or which may be asserted or claimed against Client as a result of the acts, errors, or omissions of Qualigence, which are fraudulent, grossly negligent, intentional torts or a breach of the terms of this Agreement by Qualigence or the enforcement of this Agreement by Client. Notwithstanding the foregoing, Client agrees that Qualigence's maximum liability to the Client shall not exceed the amount Client paid to Qualigence for the Services described herein during the term of this Agreement.

9. **Nature of Relationship.** Qualigence is engaged by Client solely for the purposes and to the extent set forth in this Agreement, and Qualigence's relationship with Client shall be that of an independent contractor for purposes of this Agreement. Accordingly, Qualigence is not required to devote any specific amount of time or energy in connection with performing the Services described in Section 2 above.

10. **No Other Agreements.** Client represents and warrants that Client has no agreements with or obligations to any third parties which would be violated by Client's signing of this Agreement.

11. **Assignment.** Neither party may not assign this Agreement without the prior written consent of the other party. All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, administrators, legal representatives and permitted assigns, as the case may be, of the parties hereto.

12. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in any manner, the remaining provisions of this Agreement shall nonetheless continue in full force and effect without being impaired or invalidated in any way. In addition, if any provision of this Agreement may be modified by a court of competent jurisdiction such that it may be enforced, then that provision shall be so modified and, as modified, shall be fully enforced. Failure of either party to complain of any act or omission on the part of the other party (no matter how long the same may continue) shall not be deemed to be a waiver by such party of any of its rights under this Agreement. No consent or waiver by either party at any time of any breach of any provision of this Agreement shall be deemed a consent to any later breach of the same or any other provision of this Agreement.

13. **Notices.** Any notice or communication permitted or required under this Agreement shall be made either by letter sent by overnight delivery, facsimile or by personal delivery to the other party at its last known address.

14. **Law.** This Agreement shall be construed in accordance with Michigan law. Each party agrees that all actions arising directly or indirectly out of this Agreement shall be litigated only in the Wayne County, Michigan Circuit Court (or the applicable District Court in Livonia, Michigan), and each party hereby irrevocably consents to the personal jurisdiction and venue of those courts.

15. **Compliance.** To the extent Qualigence sues to recover amounts due under this Agreement, and prevails, it shall be awarded actual attorney fees and costs for its collection efforts, including litigation.

16. **Signatories.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. For purposes of this Agreement, a facsimile or other electronic signature shall be deemed the same as an original.

17. **Miscellaneous.** This Agreement contains the entire understanding between the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, understandings and negotiations. No parol evidence of prior or contemporaneous agreements, understandings or negotiations shall govern or be used to construe or modify this Agreement. No modification or alteration of this Agreement shall be deemed effective unless in writing and signed by Client and Qualigence.

The parties have signed this Agreement on the date set forth above.

[Payment and Signature Pages follow]

18. **Payment.** Qualigence will invoice the Client based upon the information provided below as a standard. If there are any changes to the information provided at any time, please provide those changes to acctrec@qualigence.com before service is provided.

Accounts Payable Contact Name:	Polie Anne Velasco
Accounts Payable Contact Email:	accountspayableindependence@scrubbed.net
Accounts Payable Contact Phone #:	(209) 796-7474
Accounts Payable Contact Address:	
How should invoices be sent?	Email
Please include any further instructions.	
Is a Purchase Order Required to submit invoices?	Yes
Is a Cost Center Required to submit invoices?	No
Preferred Payment Method:	EFT/ACH
Payment Via Check: Qualigence, Inc. Dept 7086 PO Box 33661 Detroit, MI 48232-5661 Phone Number: (734) 432-6300	Payment Via EFT: Level One Bank For: Qualigence, Inc. ABA/Routing Number: 072414310 Account Number: 1000093375
** For AP/Billing inquiries, please email: acctrec@qualigence.com	

“Qualigence”

“Client”

Qualigence, Inc.,
a Michigan corporation

a Texas corporation

Signature:	<i>Janelle Osborne</i>	Signature:	<i>C. M. Smith</i>
Printed Name:	Janelle Osborne	Printed Name:	Curtis Smith
Title:	VP, Ops & Admin	Title:	CFO

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