OMNI
HUMAN RESOURCE SOLUTIONS

An HR partner that understands you

Master Services Agreement

General

This Master Services Agreement (this "MSA") is an agreement between "Client" or "you" and Marcott Holdings, LLC, an Indiana limited liability company doing business as OMNI Human Resource Management, ("OMNI" "us," "our," or "we"). The Parties acknowledge that this MSA establishes the general terms governing their relationship, while all specific services provided by OMNI will be outlined and established under a separate Scope of Work ("SOW"). If any terms in this MSA are inconsistent with those contained in the SOW, the SOW shall control.

WHAT WE WILL DO FOR YOU

Our purpose is to provide you with advice, counsel, products and support, consistent with all laws, rules, and best practices within the human resources and business fields. Each project, including duration, scope and costs, will be outlined within an SOW. We will provide service, counsel, and direction on all matters noted in the SOW within the scope of our capabilities. We agree that the services, tools, forms and information we provide will be accurate, compliant with applicable laws and regulations and within generally accepted practices in the human resources management industry.

WHAT WE CANNOT DO FOR YOU

We cannot make hiring, management, or business-related decisions on your behalf. We will make recommendations to those individuals within your organization whom you designate as decision makers. While much of our work-product, tools and templates have been reviewed by our legal counsel, we are not a substitute for formal legal counsel, and we make no representations to act as such in our work with you.

Term and Termination

INITIAL AND RENEWAL TERMS

The initial term of this MSA commences as of the date of acceptance of this MSA as set forth on the signature page below and, unless terminated earlier pursuant to any of the MSA's express provisions, shall continue in effect for a period of two (2) years (the "Initial Term"). Upon the expiration of the Initial Term, this MSA shall automatically renew for successive one (1) year periods (each successive one-year period a "Renewal Term" and, together with the Initial Term, the "Term").

TERMINATION

Either party may terminate this MSA by providing written notice to the other party at least sixty (60) days prior to the last day of the Initial Term or any Renewal Term. Additionally, either party may terminate this MSA at any time in the event (i) of any material breach by the other party of any provisions of this MSA, which breach is incapable of cure or, if capable of cure, is not cured within ten (10) business days, or (ii) the other party becomes insolvent or subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law. The termination of this MSA will also terminate all active SOWs being performed under this MSA.

Client may terminate any individual SOW at any time upon written notice to OMNI, and such termination will apply only to that specific SOW unless notice expressly states otherwise.

Upon termination of either this MSA or any SOW, Client will remain responsible for payment of all hours worked, expenses incurred and approved third-party costs committed on any SOWs prior to the effective date of the termination.

Fees

The fees and expenses payable for OMNI's services are set forth in each applicable SOW. In the event you do not make payment of fees and expenses when due, OMNI may suspend performance of services and withhold delivery of any materials until you make payment in full. In addition, interest for any amounts not paid as and when due shall accrue at 18% per annum or, if lower, the highest rate permitted by applicable law, as of the date of any such payment default, until such amounts are paid in full. OMNI shall not be liable for any damages, losses or liabilities incurred by you that may arise out of OMNI's suspension of performance and/or withholding of services or materials due to your non-payment. OMNI shall be entitled to all of its costs of collection of amounts outstanding hereunder, including without limitation, the fees of its attorneys.

Indemnification

BY OMNI

OMNI agrees to defend, indemnify and hold you harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits or proceedings ("Claims") made or brought against you to the extent resulting from OMNI's breach of this MSA or any applicable SOW; provided, however, that OMNI shall have no such indemnification obligations to the extent such Claim arises from your negligence or willful misconduct. OMNI's maximum liability to you under this MSA and any applicable SOWs is limited to the amounts of fees you have paid us under the applicable SOW.

BY CLIENT

You acknowledge that you are solely responsible for all liabilities for hiring and management decisions made by your organization. You agree to defend, indemnify and hold OMNI harmless against any and all Claims, liabilities, losses, damages, fines, penalties and costs (including reasonable attorneys' fees) incurred by or made against OMNI resulting from (i) any decisions, actions or conduct of you, your employees, vendors, agents and/or customers, including, but not limited to (A) late, false or incorrect information provided by you or on your behalf, (B) charges of discrimination in hiring or employment brought through the U.S. EEOC, any State or Local Department of Human Rights or any similar agency, (C) Claims brought before the Workers' Compensation Bureau or such similar departments, commissions, boards or agencies in any state, (D) lawsuits alleging failure to comply with applicable federal and state wage and hour laws, wrongful termination, discrimination, denial of due process, workplace safety or breach of contract, (E) Claims of retaliation, sexual or other unlawful harassments by your employees under anti-discrimination laws unrelated to OMNI, or (F)any other labor related causes of action resulting from employee discipline, termination or conduct; (ii) your breach of this MSA or any applicable SOW; or (iii) your negligence or willful misconduct with respect to your obligations hereunder, whether occurring prior to, during, or after the

termination of this MSA; provided, however, that you shall have no such indemnification obligation to the extent such Claims or losses arise from OMNI's negligence or willful misconduct.

PROCEDURE

The party seeking indemnification must: (a) promptly notify the indemnifying party in writing of the applicable Claim for which indemnification is sought; and (b) provide the indemnifying party with all non-monetary assistance, information and authority reasonably required for the defense and settlement of such Claim. The indemnifying party may settle any Claim, to the extent it seeks solely a money payment, with or without the consent of the indemnified party. The indemnifying party must obtain the consent of the indemnified party (such consent not to be unreasonably withheld, conditioned, or delayed) for any settlement to the extent it consents to injunctive relief or contains contract terms governing future activities that would materially affect the indemnified party's business or interest.

Confidentiality and Intellectual Property; Client Communications

CONFIDENTIAL INFORMATION

Each party agrees that during the Term and for a period of two (2) years thereafter, it will use Confidential Information (as defined below) belonging to the Disclosing Party (as defined below) solely for the purposes of fulfilling its obligations under this MSA or any SOW. Each party shall take commercially reasonable precautions to ensure that it does not disclose Confidential Information belonging to the Disclosing Party to any third party (other than the Receiving Party's personnel, representatives, employees and agents on a need-to-know basis who are informed of the confidentiality requirements under this MSA) without the Disclosing Party's prior written consent. The Receiving Party is responsible for any breach of the confidentiality provisions of this MSA by its personnel, representatives, employees, and agents.

For purposes of this MSA, "Confidential Information" means all confidential or proprietary information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with this MSA, including, but not limited to, the identity of customers and suppliers, business records, data, reports, employee information, financial records and inventory records, business processes, intellectual property, trade secrets, research, ideas, concepts, technology, product and pricing information and proprietary source code, the substance of agreements with vendors and any third party, and such other information normally understood to be confidential or otherwise designated as such in writing by a party. Confidential Information does not include: (a) information generally known to the public or recognized as standard industry practice; (b) information that is or becomes generally available to the public other than as a result of a breach of this MSA by the Receiving Party or its owners, directors, managers, officers, employees, agents, independent contractors, subcontractors, service providers or affiliates ("Representatives"); (c) information that is obtained by the Receiving Party on a non-confidential basis from a third party who, to the knowledge of the Receiving Party, was not legally restricted from disclosing such information; or (d) information that was or is independently developed by the Receiving Party without using any Confidential Information.

All Confidential Information is acknowledged to be the property of the Disclosing Party. The Receiving Party shall protect the Disclosing Party's Confidential Information with the same degree of care that it uses to protect is own Confidential Information (but no less than reasonable care). At any time upon a Disclosing Party's request, and within twenty (20) days after the request, the Receiving Party shall either return to the

Disclosing Party or destroy all Confidential Information of the Disclosing Party that exists in tangible form in the possession or control of the Receiving Party or its Representatives without retaining any copy or duplicate thereof and destroy the portion of any and all written, printed or other material or information derived from Confidential Information of the Disclosing Party (such as analyses, summaries or abstracts) in the possession or control of the Receiving party or its Representatives. If a party loses, or makes or learns of an unauthorized disclosure of, Confidential Information, that Party shall immediately notify the Disclosing Party and use reasonable efforts to retrieve the lost or wrongfully disclosed Confidential Information.

INTELLECTUAL PROPERTY

The parties agree that all materials, including but not limited to forms, brochures, posters and online content ("OMNI Materials") furnished by OMNI to Client in connection with the provision of services described herein are issued under a personal, non-transferable, limited, revocable and non-exclusive license to use OMNI Materials solely for the Client's own internal business use. Client does not have the right to copy, reproduce, alter, distribute, display or use these OMNI Materials or any other OMNI trademarks for any other purpose. Client agrees that (a) it will use commercially reasonable efforts to prevent and protect the OMNI Materials from unauthorized use and (b) its license to use OMNI Materials ends on the termination of this MSA. All right, title and interest, including copyright, patent, and other intellectual property rights, in and to any improvements or enhancements made to the OMNI Materials, or any new or useful art, concept, discovery, technical development, or invention, whether or not patentable work, shall vest in OMNI and shall be the sole and exclusive property of OMNI without any further action by Client or OMNI.

SOLICITATION OF OMNI EMPLOYEES

OMNI has incurred and continues to incur financial and physical resource commitments in recruiting, onboarding, and the ongoing training of our employees to maintain the high level of service required by our Clients. A Client's solicitation of and hiring an OMNI employee creates a financial and resource burden for OMNI. Therefore, Client agrees that during the term of this Agreement and for a period of three (3) months following the termination of this Agreement, if the Client solicits and hires an OMNI employee, OMNI will charge the Client and Client agrees to pay a Search Fee equivalent to twenty percent (20%) of the employees first year total salary to be paid the employee by the Client. For OMNI to calculate the Search Fee, Client agrees to provide OMNI the total first year expected salary to be paid to the employee. Such Search Fee shall be due upon receipt of invoice.

CLIENT COMMUNICATIONS

You understand and agree that we will send you certain communications in connection with our services, including compliance updates, calendar reminders, and invitations to OMNI workshops and events. We cannot, however, accept responsibility for timely communication should Client and/or its employees 'unsubscribe' from receiving our digital correspondence.

From time to time, we may invite client organizations to participate in OMNI sponsored general employee surveys. Such surveys are for research purposes only, and results will remain completely anonymous and consolidated. Participating client organizations will have free access to the primary data and relevant information collected.

CLIENT IDENTIFICATION

OMNI may identify Client as a client and describe, in writing, services rendered in our marketing and advertising materials, unless requested otherwise by a representative of Client in writing.

Miscellaneous

The provisions of this MSA are severable and the unenforceability of any one provision shall not affect the validity or enforceability of the other provisions. Neither party may assign this MSA without the other party's prior written consent, which will not be unreasonably withheld. This MSA shall be governed exclusively by the internal laws of the State of Kansas, without regard to principles of conflicts of laws. No modification, amendment, or waiver of any provision of this MSA shall be effective unless in writing and signed by each party. This MSA may be executed in counterparts, which taken together shall form one legal instrument. Delivery of an executed counterpart signature page of this MSA by email or other electronic submission shall be effective as delivery of a manually effective counterpart of this MSA.

Any dispute, controversy, or claim of any and every kind or type, whether based upon contract, tort, statute, regulation, or otherwise (a "Dispute") arising out of, connected with or relating in any way to this MSA or any applicable SOW, including any question regarding its existence, validity or termination, which cannot be resolved by direct communication between the parties, shall be referred to and resolved by final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules (the "Rules"). The place of arbitration shall be Kansas City. Each party shall bear its own costs, fees, and expenses associated with any arbitration, except that the parties agree to split equally the cost and expenses of the arbitration. If the parties fail to appoint an arbitrator, then that arbitrator shall be selected and appointed by the AAA in accordance with the Rules.

Notwithstanding the foregoing, either party may seek, exclusively from the state or federal courts located in Johnson County, Kansas, any equitable relief that may be necessary to protect the rights or property of such party at any time.

Acknowledgement & Acceptance

Marcott Holdings, LLC

By:

Name: J. Scott Holland

Title: President

Effective as of 9/3/2026