



## Standard Terms of Engagement for Consulting Services

This statement sets forth Logue Advisory Group, LLC's ("we," "our," or the "Consultant") Standard Terms of engagement as consultants for the client(s) ("you" or "your") identified in our engagement letter with you ("Engagement Letter"). The Engagement Letter sets forth additional terms and conditions and those terms control wherever they conflict with these Standard Terms. These Standard Terms are an integral part of our contractual agreement to provide consulting services to you (the Engagement Letter and these Standard Terms may be referred to as our "Agreement").

**Scope of Work.** The scope of the consulting services we agree to perform for you is described in the Engagement Letter (the "Services"). If you are not certain about the scope of our Services, please contact us at once for clarification. Any expansion or additions to the scope of our Services will not be deemed accepted unless in writing by you and us, respectively. The details of our methods and manners for performance of the Services shall be under our control. We cannot guarantee the outcome of your matters. Any statements on our part concerning the likely outcome of a matter are expressions of our assessment of the matter in question, and such assessments always present a degree of regulatory and other uncertainties. **Although certain employees of Consultant may be lawyers or accountants, we are a consulting firm and NOT a law or accounting firm. Our representation of you does NOT include providing legal, accounting, investment or tax services, advice or representation. You confirm that you will rely on your own independent counsel, accountants, investment advisors and tax advisors for such advice.**

**Information.** Promptly as reasonably requested by us, you will respond to any requests for instructions, information and approvals required by us to provide the Services, and make available to us information concerning your businesses, assets, operations, and financial condition ("Information"). You acknowledge that we will be using and relying upon the Information (and information available from public sources and other sources deemed reliable by us) without independent verification thereof by us. You represent and warrant that, to the best of your knowledge, all Information (a) made available by you to us, or (b), contained in any filing by you with any governmental authority, will, during the period of our engagement, be complete and correct in all material respects given the content and purpose for which such Information is provided.

**Cooperation.** You will cooperate with us in the performance of our Services and provide access to your premises, employees, contractors, and equipment as required to enable us to provide the Services.

**Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, together with all of the goodwill associated

therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to you under our engagement or prepared by or on behalf of us in the course of performing the Services, including any items identified as such in the Engagement Letter (collectively, the "Deliverables"), except for any of your confidential information, shall be owned by Consultant. Consultant hereby grants you a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable you to make reasonable use of the Deliverables and the Services.

**Fees and Expenses.** In consideration of the provision of the Services by us and the rights granted to you under our Agreement, you shall pay the fees set forth in our Engagement Letter. Unless otherwise provided in the Engagement Letter, our fee is payable upon receipt by you of an invoice from us. You will reimburse us for all reasonable expenses as provided for in the Engagement Letter. Except for invoiced payments that you have successfully disputed, all payments not made within 30 days of their due date shall bear interest, from invoice date, at the lesser of the rate of 1.5% per month or the highest rate permissible under Mississippi law, calculated daily and compounded monthly. You will also reimburse us for all costs we incur in collecting any late payments, including, without limitation, attorneys' fees. You are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by you under the Agreement; provided, that, you are not responsible for any taxes imposed on, or with respect to, our income, revenues, gross receipts, personnel, or real or personal property, or other assets. In addition to all other remedies available under this Agreement or at law (which we do not waive by the exercise of any rights hereunder), we are entitled to suspend the provision of any Services if you fail to pay any amounts when due hereunder.

**Term, Termination, and Survival.** The Agreement shall commence as of the date specified in the Engagement Letter and shall continue thereafter until the completion of the Services, unless sooner terminated as specified in this paragraph. Either party may terminate the Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 7 days or is not dismissed or vacated within 45 days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the



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benefit of creditors; (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Notwithstanding anything to the contrary in this paragraph, we may terminate the Agreement before the expiration date of its Term on written notice if you fail to pay any amount when due hereunder: (i) and such failure continues for 10 days after your receipt of written notice of nonpayment; or (ii) more than two times in any 12-month period. The rights and obligations of the parties set forth in this paragraph, and any right or obligation of the parties in the Agreement which, by its nature, should survive termination or expiration of the Agreement (including, but not limited to, these Standard Terms), will survive any such termination or expiration of the Agreement.

**Limited Warranty.** We warrant that we shall perform the Services: (a) in accordance with the terms and subject to the conditions set forth in the Agreement, (b) using personnel of commercially reasonable skill, experience, and qualifications; and (c) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services. **Limitation of Liability.** CONSULTANT MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN THIS PARAGRAPH. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

**Limitation of Liability.** IN NO EVENT SHALL CONSULTANT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL CONSULTANT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONSULTANT PURSUANT TO THE AGREEMENT IN THE 6-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**Successors and Assigns.** The benefits of the Agreement and the obligations of the you to us and certain indemnitees shall inure to the respective successors and assigns of the parties hereto and thereto and of the indemnitees, and the obligations and liabilities assumed in the Agreement by the parties shall be binding upon their respective successors and assigns.

**Benefit of Agreement; No Reliance by Third Parties.** We have been engaged only by you, and this engagement is not intended to confer rights upon any stockholder, partner or other owner of you or any other person not a party to the

Agreement. Unless otherwise expressly agreed, no one other than you is authorized to rely on any statements, advice, opinions or conduct by us.

**Nature of Relationship.** The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. You are capable of evaluating and understanding the terms, risks and conditions of the transactions contemplated by the Agreement. By providing the Services, we will not act, nor will we be deemed to have acted, in any managerial or fiduciary capacity whatsoever with respect to you or any third-party including owners, creditors or employees of the Company.

**Choice of Law: Jurisdiction.** The Agreement has been negotiated, executed, and delivered at and shall be deemed to have been made in the State of Mississippi. The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without giving effect to such state's principles of conflicts of laws. Regardless of any present or future domicile or principal place of business of the parties hereto, each party hereby irrevocably consents and agrees that any and all claims or disputes between the parties hereto pertaining to this agreement or to any matter arising out of or related to this agreement shall be brought solely within any state or federal court of competent jurisdiction in the State of Mississippi with jurisdiction over Madison County, Mississippi. Each party submits and consents in advance to such jurisdiction in any action or suit commenced in any such court and waives any objection which it may have based on lack of personal jurisdiction, improper venue, or forum non conveniens.

**WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM UPON, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES. EACH OF THE PARTIES ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY AND IN RELIANCE UPON, AMONG OTHER THINGS, THE PROVISIONS OF THIS PARAGRAPH.

**Indemnification.** You shall indemnify and hold harmless each of Consultant and its affiliates, and the respective managers, officers, controlling persons, agents and employees of each of the foregoing (Consultant and each of such other persons, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any losses, claims or proceedings, including, without limitation, stockholder actions, damages, judgments, assessments, investigation costs, settlement costs, fines, penalties, arbitration awards and any other liabilities, costs, fees and expenses (collectively, "Losses") (a) directly or indirectly related to or arising out of (i) oral or written



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information provided by the you or your employees or other agents, which either an Indemnified Party provides to any person or entity or (ii) any other action or failure to act by you or your officers, employees or other agents or any Indemnified Party at the your request or with your consent, in each case in connection with, arising out of, based upon, or in any way related to the Agreement, the retention of and Services provided by Consultant under this Agreement; or (b) otherwise directly or indirectly in connection with, arising out of, based upon, or in any way related to the engagement of Consultant under this Agreement or any conduct in connection therewith, provided that you shall not be required to indemnify any Indemnified Party for such Losses if and only to the extent that it is finally judicially determined by a court of competent jurisdiction that such Losses arose solely because of the gross negligence, willful misconduct or fraud of such Indemnified Party. If multiple claims are brought against an Indemnified Party, with respect to at least one of which indemnification is permitted under applicable law and provided for under this Agreement, you agree that any judgment or award against such Indemnified Party shall be conclusively deemed to be based on claims as to which indemnification is permitted and provided for, except to the extent the judgment or award expressly states that it, or any portion thereof, is based on a claim as to which indemnification is not available.

**Entire Agreement.** The Agreement embodies the entire agreement and understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for in the Agreement. The Agreement supersedes and replaces all previous agreements or understandings regarding the same, whether written or oral, except as to prior indemnity agreements which shall remain in full force and effect with respect to services provided during the course of any such agreements or understandings.

**Amendments.** No alteration, amendment, change or supplement to the Agreement shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each of the parties hereto; however, from time to time, we may unilaterally amend these Standard Terms. If this occurs, we will provide notice to you of the changes by means of a notice on our website, but they will not affect any matter in which we are then currently providing services absent a specific, written notice to you.

**Waiver.** No waiver by any party of any of the provisions of the Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**Authority.** Each party represents and warrants that it has all requisite power and authority to enter into the Agreement and the transactions contemplated hereby. Each party further represents that this Agreement has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by each of the parties hereto and constitutes the legal, valid, and binding agreement thereof, enforceable in accordance with its terms. We will assume that any instructions, notices, or requests have been properly authorized by you if they are given or purported to be given by or are reasonably believed by us to be given by your officer, employee or authorized agent.

**Counterparts.** The Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties on separate counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, by emailed PDF, or via an electronic signature service such as DocuSign shall be effective as delivery of a manually executed counterpart.

**Notices.** Any notice given pursuant to, or relating to, the Agreement shall be in writing and shall be mailed, delivered by courier, or emailed (a) if to you, as set forth in the Engagement Letter, and (b) if to us, to Logue Advisory Group, LLC, 219 Waterford Square, Suite 1, Madison, MS 39110, Attn: President and CEO, Email: [hlogue@logueadvisory.com](mailto:hlogue@logueadvisory.com).