



MASTER CONSULTING AGREEMENT

This Master Consulting Agreement (the “Agreement”) is entered into as of the signed quotation date (the “Effective Date”) between the prospective customer (“Client” or “Sponsor”) and Nexus CMC Advisors, located at 7410 Hull Street Rd, Ste 200, #3055, North Chesterfield, VA, 23235 (hereafter referred to as “NCA” or “Consultant(s)”, inclusive of any independent contractors acting as Nexus representatives).

Client and NCA are each referred to individually as a “party” and together as the “parties”.

WHEREAS NCA provides a range of research and product development services, on a worldwide basis to the biotechnology, pharmaceutical industries, including contract research organization services, pre-approval services, and regulatory services.

WHEREAS Client is a pharmaceutical or biotechnology company which focuses on developing therapeutics (“Client Product”).

WHEREAS Client wishes to retain the services of NCA in the field of regulatory affairs consulting advice and support.

The consideration of the premises of the mutual promises of each party contained herein, the parties agree as follows:

1. **Definitions.** In this Agreement, the following terms have the meanings defined below:

“**Affiliate**” of a Party means any other entity or person which directly or indirectly, through one or more intermediaries, controls, is controlled by or is under the common control with said Party, where “control” and cognate terms refer to (i) the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting securities or the capital stock of, or other comparable equity ownership interest in the respective entity or (ii) the direct or indirect possession of the power to direct or cause the direction of the management and policies of the respective legal entity, by contract or otherwise.

“**Agreement**” means the present Master Services Agreement which includes its Exhibits, any Work Order(s) duly executed between the Parties during the Term, as well as any amendment(s) thereto.

“**Change Order**” means any amendment to a Work Order duly executed between the Parties.

“**Client Product**” means the definition indicated in the section preceding Definitions above.

“**Deliverables**” means all work product, report, data, results, conclusions and other documents delivered to Client/Sponsor hereunder or prepared by or on behalf of NCA as further defined in each applicable work order.

2. **Services; Payment; No Violation of Rights or Obligations.** Consultant agrees to undertake and complete the services (“Services”) and the accompanying deliverables, timelines, budget

and payment terms shall be specified in separate work orders (each, a “Work Order”), which upon signature and execution by both parties, shall be deemed incorporated herein. Each Work Order shall be substantially in the format set forth in **Exhibit A** attached hereto (or in such other format as may be mutually agreed by the parties). Each Work Order shall constitute a separate agreement, shall stand alone and with respect to each other Work Order and shall be subject to the terms and conditions of this Agreement. In the event of a conflict between this Agreement and any Work Order, the provisions of this Agreement will control. Any changes to the Services shall be subject to mutual agreement by the parties and the details of such changes (e.g. budget impact, scope of services changes, etc.) shall be agreed upon in writing via an amendment to the applicable Work Order. Regarding the subject matter of this Agreement, Company will pay Consultant in accordance with the applicable Work Order. Unless otherwise specified agreed upon by Company in writing (and notwithstanding any other provision of this Agreement), all activity relating to Services will be performed by and only by Consultant or by employees of Consultant and only those such employees who have been approved in writing in advance by Company. Consultant agrees that it will not (and will not permit others to) violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose at any time Consultant’s own or any third party’s confidential information or intellectual property in connection with the Services or otherwise for or on behalf of Company. Company acknowledges and agrees that the results of the Services provided under this Agreement and any Work Order or Change Order are inherently uncertain and that, accordingly, there can be no assurance, representation or warranty by Consultant that the product/device covered by this Agreement can, either during the term of this Agreement or thereafter, be successfully developed or receive the required approval by the regulatory authorities. Company acknowledges that it is responsible for assessing and evaluating the reports, data, results, conclusions and other work product provided to Company by Consultant under this Agreement (“Work Product”) and their suitability for Company’s purposes. Consultant shall have no responsibility for the manner in which Company uses the Work Product, and Company’s acceptance, reliance on, or use of such Work Product shall be at the sole risk of Company.

3. Compensation.

- 3.1. Except where otherwise provided in a Work Order, NCA will invoice Client on a monthly basis and in US dollars.
- 3.2. The Company shall pay Consultant compensation for time spent performing Services requested by the Company at the rate set forth on the Work Order.
- 3.3. Travel expenses will be invoiced as incurred, if authorized in advance and supported by receipts or other reasonable documentation. Should Company require Consultant’s personnel to travel, time spent on travel shall be paid in accordance with the terms of the applicable Work Order. Special services (e.g. courier services and stamps for mailing), if requested by Company, will be billed as “pass-through” (actual cost).
- 3.4. All payments (excluding Disputed Amounts) shall be due within thirty (30) days after receipt of invoice. Any undisputed invoice that has not been paid in due time shall bear interest at the rate applicable to the most recent refinancing operation of the bank used by NCA increased by ten percentage points, per thirty (30) days period of late payment (if Services related to the payment have already been performed). If no Services have been performed (or started), related to a late payment, then no penalty shall be added to

the invoiced amount. Typically, NCA will not begin work on the Services until payment has been received for the month(s) related to the Services to be provided. Thus, delays in Company payment, may result in delays in the initiation of Services for which NCA will not be responsible for any subsequent impact on timelines.

- 3.5. Company may withhold any amount that is subject to a bonafide dispute raised by Company within thirty (30) days of Company's receipt of an invoice, where the claim of dispute may concern not only the accuracy of the charge itself, but also any claim of evidenced deficient service or performance or any other claim of evidenced breach of this Agreement or Work Order that relates to the specific charges in the invoice ("Disputed Amount"). A Disputed Amount may be withheld from the specific invoice to which it relates.
- 3.6. All Disputed Amounts that Company subsequently agrees to pay in writing, or that are required to be paid pursuant to a proper court order or judgement, shall be paid within thirty (30) days from the date of such agreement or adjudication. Payment of an invoice without asserting a dispute is not a waiver as to any claim or cause of action by Company.
4. **Ownership Rights; Proprietary Information; Publicity.**
 - 4.1. Company shall own all right, title and interest (including all intellectual property rights of any sort throughout the world) relating to any and all inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by or for or on behalf of Consultant during the term of this Agreement that relate to the subject matter of or arise out of or in connection with the Services or any Proprietary Information (as defined below) (collectively, "Inventions") and Consultant will promptly disclose and provide all Inventions to Company. Consultant hereby makes all assignments necessary to accomplish the foregoing ownership. Consultant shall assist Company, at Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. Consultant hereby irrevocably designates and appoints Company as its agents and attorneys-in-fact, coupled with an interest, to act for and on Consultant's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Consultant and all other creators or owners of the applicable Invention.
 - 4.2. Consultant agrees that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) developed, learned or obtained by or on behalf of Consultant during the term of this Agreement that relate to Company or the business or demonstrably anticipated business of Company or in connection with the Services or that are received by or for Company in confidence, constitute "Proprietary Information." Consultant shall hold in confidence and not disclose or, except in performing the Services, use any Proprietary Information. However, Consultant shall not be obligated under this paragraph with respect to information Consultant can document is or becomes readily publicly available without restriction through no fault of Consultant. Upon termination or as otherwise requested by Company, Consultant will promptly provide to Company all items and copies containing or embodying Proprietary information, except that Consultant may keep its personal copies of its compensation records and this Agreement. Consultant also recognizes and agrees that Consultant has no expectation of

privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that Consultant's activity, and any files or messages, on or using any of those systems may be monitored at any time without notice.

- 4.3. As additional protection for Proprietary Information, both parties agree that during the term of this Agreement (i) and for one (1) year thereafter, neither of them will directly or indirectly encourage or solicit any employee or consultant of the other to leave it for any reason and (ii) Consultant may perform services for other persons and shall not be precluded from developing and performing for others, anything, whether in tangible or intangible form, which is competitive with, or similar to the Services nor from using its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services, provided that such services do not represent a conflict of interest or a breach of Consultant's obligation under this Agreement or otherwise.
- 4.4. To the extent allowed by law, Section 4.1 and any license granted to Company hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights") unless otherwise provided by the law. Furthermore, Consultant agrees that notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world, and without any further compensation, Company may and is hereby authorized to (and to allow others to) use Consultant's name in connection with promotion of its business, products or services. To the extent any of the foregoing is ineffective under applicable law, Consultant hereby provides any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the extent possible and agrees not to assert any Moral Rights with respect thereto. Consultant will confirm any such ratifications and consents from time to time as requested by Company. If any other person is in any way involved in any Services, Consultant will obtain the foregoing ratifications, consents and authorizations from such person for Company's exclusive benefit.
- 4.5. If any part of the Services or Inventions or information provided hereunder is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating technology or intellectual property rights owned by or licensed to Consultant (or any person involved in Services) and not assigned hereunder, Consultant hereby grants Company and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such technology and intellectual property rights in support of Company's exercise or exploitation of the Services, Inventions, other work or information performed or provided hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them).
- 4.6. All work product, deliverables, documents, data, inventions, or materials developed or prepared by Consultant or any subcontractor in connection with this Agreement ("Work Product") shall be considered "work made for hire" to the fullest extent permitted by law.
- 4.7. To the extent that ownership of such Work Product does not automatically vest in the Client, Consultant hereby assigns (and shall cause any subcontractor to assign) to the



Client all right, title, and interest in and to such Work Product, including any intellectual property rights therein.

4.8. Consultant agrees to obtain from any subcontractor all necessary assignments and waivers to effectuate the foregoing, and will furnish documentation to the Client upon request.

5. **Warranties and Other Obligations.** Consultant represents, warrants and covenants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such Services nor any part of this Agreement is or will be inconsistent with any obligation Consultant may have to others; (ii) all work under this Agreement shall be Consultant's original work and none of the Services or Inventions nor any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); (iii) Consultant has the full right to allow it to provide Company with the assignments and rights provided for herein (and has written enforceable agreements with all persons necessary to give it the rights to do the foregoing and otherwise fully perform this Agreement); (iv) Consultant shall comply with all applicable laws and Company safety rules in the course of performing the Services; and (v) if Consultant's work requires a license, Consultant has obtained that license and the license is in full force and effect.

In addition, Consultant represents and warrants that: (a) Consultant has not been debarred, disqualified, or banned from conducting clinical trials, including under subsection 306(a) or (b) of the Federal Food, Drug, and Cosmetic Act, and is not under investigation by any regulatory or competent authority for debarment, disqualification or any similar regulatory action, and covenants that it shall not employ or contract with any person or entity that has been knowingly so debarred to perform any Services under this Agreement; (b) Consultant is not a party to any agreement that would prevent it from fulfilling its obligations under this Agreement, and Consultant covenants that it shall not enter into such a conflicting agreement during the term of this Agreement. Consultant covenants that it shall promptly notify Company if during the term of this Agreement: (a) any regulatory agency or other competent authority takes action against Consultant, for any defect or deficiency; or (b) Consultant becomes aware of the debarment, disqualification or similar regulatory action, or threatened debarment, disqualification or similar regulatory action, of Consultant or any individual, corporation, partnership or association providing services to Consultant. If any such event requiring such notification occurs, in addition to any other rights or remedies Company may have, Company shall have the right to terminate this Agreement upon written notice and such termination shall be deemed a termination for cause pursuant to Section 6 below; provided, however, that Company shall be entitled to terminate the Agreement immediately without providing the ten(10)-day notice and cure period set forth in Section 6 below.

6. **Term and Termination.**

6.1. **Term.** This Agreement shall be effective as of the date first above written and shall continue for five (5) years, unless this Agreement is earlier terminated as provided in this Section 6. The parties may extend the term of this Agreement upon mutual written approval.

Notice of termination may be provided in any legally recognized form, including but not limited to written notice delivered by hand, certified or regular mail, nationally



recognized courier, electronic mail, or other electronic means. Any such notice shall be deemed effective upon receipt. Verbal notice shall be effective if subsequently confirmed in writing (including by email) within five (5) business days.

- 6.2. **Termination for Convenience.** Either party may terminate this Agreement (in its entirety including all Work Orders) or any Work Order or Change Order at any time during the Term, with or without cause, upon thirty (30) day notice to the other Party. In such event, and upon expiration of the thirty (30) days prior notice, the Parties agree to take all actions for the close out of the Services in accordance with section 6.5.1.
- 6.3. **Termination for Cause.** If either party breaches a material provision of this Agreement or any Work Order, the other party may terminate this Agreement (in its entirety including all Work Orders) or such Work Order upon thirty (30) days' notice, unless the breach is cured within the notice period.
- 6.4. **Termination Due to Change in Needs.** Consultant may terminate this Agreement if, in Consultant's reasonable opinion, the services provided no longer fit the Client's needs or if the Client engages in conduct that materially impairs the Consultant's ability to perform the services under this Agreement, upon thirty (30) days written notice to the Client.
- 6.5. **Payment.** If (and only if) such termination is without cause, Company shall upon such termination pay Consultant all unpaid, undisputed amounts due for the Services completed pursuant to the terminated Work Order(s) prior to notice of such termination, in addition to the Early Termination Fee (Section 6.5.1, if applicable). For disputed amounts due, refer to Section 3.5 and 3.6. Sections 4 (subject to the limitations set forth in Section 4.3) through 11 of this Agreement and any remedies for breach of this Agreement and Work Orders shall survive any termination or expiration.
 - 6.5.1. **Early Termination Fee.** If both parties are in an extended agreement (i.e., 3+ months) and the Client terminates this Agreement (or any associated Work Order(s), with at least sixty (60) days written notice but before the end of the agreed term, the Client agrees to pay the Consultant an early termination fee equivalent to one and a half (1.5) months of the remaining contracted expenses. This fee is intended to compensate the Consultant for the time and effort required to secure a new client.
 - 6.5.2. **Payment of the Early Termination Fee.** The Early Termination Fee shall be due and payable within thirty (30) days of the effective date of termination.
- 6.6. **Closeout of Services.** Upon termination of a Work Order and/or expiration/termination of the Agreement, the Parties shall promptly meet to prepare a closeout of the Services. Consultant shall cease performing all activities not necessary for the orderly close-out of the services.
- 6.7. **Bankruptcy.** Either Party may terminate this Agreement immediately on giving written notice to the other Party if that other Party becomes insolvent, is dissolved or liquidated, makes a general assignment for the benefit of its creditors, files or has filed against it a petition in bankruptcy, has a receiver appointed for a substantial part of its assets, or any event occurs, or proceeding is taken in any jurisdiction to which it is subject that has an equivalent effect.

7. **Relationship of the Parties; Independent Contractor; No Employee Benefits.**

Notwithstanding any provision thereof, Consultant is an independent contractor and is not an employee, agent, partner or joint venturer of Company and shall not bind nor attempt to bind

Company to any employee-related contract. Consultant shall accept any directions issued by Company pertaining to the goals to be attained and the results to be achieved by Consultant, but Consultant shall be solely responsible for the manner and hours in which the Services are performed under this Agreement. Consultant shall not be eligible to participate in any of Company's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs. Company shall not provide workers' compensation, disability insurance, Social Security or unemployment compensation coverage or any other statutory benefit to Consultant. Consultant shall comply at Consultant's expense with all applicable provisions of workers' compensation laws, unemployment compensation laws, federal Social Security law, the Fair Labor Standards Act, federal state and local income tax laws, and all other applicable federal, state and local laws, regulations and codes relating to terms and conditions of employment required to be fulfilled by employers or independent contractors. Consultant will ensure that its employees, contractors and others involved in the Services, if any, are bound in writing to the foregoing, and to all of Consultant's obligations under any provision of this Agreement, for Company's benefit and Consultant will be responsible for any noncompliance by them. Consultant agrees to indemnify Company from any and all claims, damages, liability, settlement, attorneys' fees and expenses, as incurred, on account of the foregoing or any breach of this Agreement or any other action or inaction by or for or on behalf of Consultant.

8. **Assignment.** This Agreement and the services contemplated hereunder are personal to Consultant, except to its affiliates and subsidiaries, and Consultant shall not have the right or ability to assign, transfer or subcontract any rights or obligations under this Agreement without the written consent of Company. Any attempt to do so shall be void. Company may fully assign and transfer this Agreement in whole or part. Consultant shall be responsible for the acts and omissions of its affiliates and subsidiaries in performing any Services hereunder.
9. **Notice.** All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or three days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth herein or to such other address as such party last provided to the other by written notice.

10. Limitation of Liability.

- 10.1. Except for losses arising from breach of confidentiality under Section 4, the maximum liability of either Party and any of its Affiliates (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to each Work Order under this Agreement, including the work, Deliverables or Services covered by this Agreement, will be the payment of direct damages, not to exceed (in the aggregate) the Fees payable by the Client under the applicable Work Order from which such claim arose.
- 10.2. The sole liability of either party, including its affiliates (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to a Work Order, including the Work Product and Services will be the payment of direct damages, not to exceed (in the aggregate) the fees received for receivable by Consultant under the applicable Work Order.

- 10.3. Consultant shall not be deemed to be in breach of this Agreement or otherwise be liable to Company by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to Company or any third-party's action or omission, including but not limited to competent authorities (but excluding any affiliates, subsidiaries, or subcontractors of Consultant), nor for errors, delays or other consequences arising from Company's failure to timely provide documents, records, materials, data or other information, or to otherwise reasonable cooperate with Consultant in order for it to timely and properly perform its obligations under this Agreement.
- 10.4. In no event will either party be liable for consequential, indirect, incidental, special or punitive loss, damage or expenses (including business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence. Notwithstanding anything herein seemingly to the contrary, the limitations of liability set forth in this Section 10 shall not apply in the case of a party's breach of Section 4 (Ownership Rights; Proprietary Information; Publicity) or in the event of a gross negligence or willful misconduct of a party, any of its affiliates or subsidiaries or any of their respective directors, officers, employees or agents.

11. Subcontractors

- 11.1. NCA may engage qualified subcontractors to assist in the performance of the Services, provided that:
- 11.2. NCA remains fully responsible for the performance and quality of all work performed under this Agreement;
- 11.3. all subcontractors are bound by written agreements with NCA containing confidentiality, non-use, and intellectual property provisions substantially similar to those in this Agreement; and
- 11.4. NCA shall supervise and oversee the subcontractors' performance and remain the sole point of contact for the Client.
- 11.5. NCA will notify the Client prior to assigning any subcontractor to a project and will ensure that subcontractor qualifications align with the requirements of the project.
- 12. Use of Artificial Intelligence ("AI").** Consultant may use AI Tools in performing the Services provided that Consultant complies with this Section. "AI Tool" means (i) any generative artificial intelligence-dependent or incorporating technology, service, application, platform, or tool, including large-language-model chat assistants and image, audio, or code generators, and (ii) any technology, service, application, platform, or tool linked via an application programming interface or equivalent to (i). Consultant shall:
- 12.1. identify to Nexus any use of an AI Tool in performing the Services, and identify to Client only those Deliverables, or material portions of Deliverables, whose substance was materially generated, shaped, or influenced by an AI Tool. Routine or ancillary uses of AI Tools that do not materially affect the substance of a Deliverable — including, by way of example, drafting assistance, grammar or style refinement, literature or database searching, summarization of publicly available information, formatting, translation, or code or template generation — need not be separately disclosed to Client, provided that such use complies with the remaining requirements of this Section;

- 12.2. ensure that prompts, inputs, references, or source material used in an AI Tool do not infringe any third-party intellectual property rights, including copyrights, trademarks, image rights, neighboring rights, or patent rights;
 - 12.3. review, rework, and add sufficient original human elements to any AI-generated output so that the resulting Work Product is demonstrably original and does not infringe on any third-party rights;
 - 12.4. hold all Proprietary Information of Client in the strictest confidence when using AI Tools, including by using enterprise or paid AI Tool subscriptions with data-privacy or zero-retention settings enabled; under no circumstances shall Client sensitive or personal data be entered into a publicly available consumer AI Tool;
 - 12.5. take commercially reasonable steps to prevent Client data, or data derived from Client data, from being used to train or improve the AI Tool;
 - 12.6. retain, and, on Client's reasonable request, produce, records of prompts and AI Tool usage relating to material Deliverables; and
 - 12.7. flow down obligations substantially equivalent to this Section to any permitted subcontractor. This Section does not limit any other warranty or representation of Consultant.
- 13. Data Protection and Personal Data.** If either party processes personal data in connection with this Agreement, each party shall: (i) comply with all applicable data-protection laws, including, where applicable, the GDPR, the UK GDPR, and U.S. state privacy laws; (ii) limit personal data to what is necessary for performance; (iii) implement appropriate technical and organizational safeguards to prevent unauthorized access, loss, or misuse; (iv) restrict access to personal data to personnel bound by confidentiality obligations; (v) notify the other party without undue delay, and in any event within seventy-two (72) hours, upon becoming aware of a personal data breach affecting the other party's data; and (vi) upon termination of this Agreement or a Work Order, and at Client's option, return or securely destroy personal data received from Client, except as required to be retained by applicable law.
- 14. Insurance.** Consultant shall maintain, at its own expense and during the term of this Agreement, insurance coverage appropriate to the Services, including Professional Liability / Errors and Omissions insurance with limits of not less than U.S. \$1,000,000 per claim, and Commercial General Liability insurance with customary limits. Consultant shall furnish to Client a certificate of insurance evidencing such coverage upon reasonable request.
- 15. Records Retention; Return of Materials.** Consultant shall retain project records and documentation reasonably necessary to support the Services, including CMC and regulatory work product, for a period of not less than five (5) years after the completion or termination of the applicable Work Order, or such longer period as may be required by applicable law or agreed in a Work Order. Upon Client's written request, or upon termination of the applicable Work Order, Consultant shall promptly return to Client, or at Client's option securely destroy, all documents, data, and materials containing Client Proprietary Information, except (a) as required to be retained by applicable law or professional standards and (b) archival copies retained solely for legal and compliance purposes, which shall remain subject to the confidentiality obligations of this Agreement.
- 16. Compliance with Laws; Anti-Bribery.** Consultant shall perform the Services in compliance with all applicable laws, including the U.S. Foreign Corrupt Practices Act (as amended) and, where applicable, the U.K. Bribery Act 2010 and the OECD Anti-Bribery Convention. Consultant represents that neither it nor any of its personnel or subcontractors performing the



Services will offer, promise, give, request, or accept anything of value to or from any government official, healthcare professional, or other person in order to improperly influence any act or decision relating to the Services. Consultant represents that the Services shall be performed free of any undue influence or bias.

17. **Conflict of Interest.** Consultant shall disclose to Client, promptly and in writing, any actual or reasonably foreseeable conflict of interest that arises during the term of this Agreement in relation to the Services. Client and Consultant shall discuss any disclosed conflict in good faith and agree in writing on any mitigation or, if necessary, on the modification or termination of the affected Work Order.

18. **Non-Solicitation and Non-Hiring.**

18.1. Client shall not, actively solicit, hire or take into its employment in whatever status any current senior management of NCA, nor third-party independent consultant acting as a NCA representative, who conducted Services under this Agreement; provided that the foregoing does not preclude Client from hiring or engaging any employee or consultant of NCA who (i) responds to a general solicitation or advertisement (including employment agencies) for employment or (ii) has been terminated by NCA prior to commencement of employment discussions between such party and the employee. This prohibition shall be valid for the duration of this Agreement and for a period of twelve (12) months after the end or termination of this Agreement. "Senior Management" means personnel of the company who are members of its core management team.

18.2. It is agreed between the Parties that in the event Client does not respect the non-hiring obligation, it shall immediately pay to NCA a penalty which amounts and is equal to one (1) year of the global salary of the hired Representative, including both wages and benefits.

19. **Miscellaneous.** This Agreement, including all Work Orders (and all exhibits hereto and thereto), constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties.

19.1. **Severability.** In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the fullest extent possible. If a provision is deemed unmodifiable, it may be voided/eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

19.2. **Governing Law.** This agreement shall be governed by, and construed in accordance with, the laws of the State of Virginia without regard to the conflicts of law provisions thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

19.3. **Headings.** Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

19.4. Consultant acknowledges receipt of the following notice under 18 U.S.C §1833(b)(1), and will provide such notice to its employees, contractors and others involved in the Services, if any: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either



directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.”

19.5. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

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