

Fulfillment Services Agreement

This Fulfillment Services Agreement ("Agreement") is made effective as of September 01, 2024, by and between Purchaser ("Purchaser") and Burrell International Group, LLC ("BIG") of 410 First St SE, STE 300, Washington, District of Columbia 20003, on behalf of Strengthening the Mid-Atlantic Region for Tomorrow (SMART) of 865 Easton Rd Ste 300 Warrenton, PA 18976, for SMART PROC GovCon.

DESCRIPTION OF SERVICES. Beginning on September 01, 2024, BIG shall assume and discharge all fulfillment responsibilities for SMART PROC GovCon

BIG shall host SMART PROC GovCon, facilitate conference registration, and provide important updates to Purchaser. Additionally, BIG, through SMART PROC GovCon, will distribute marketing materials, and provide other services specific to Purchaser's registration selection.

Services to Purchaser begin at the time of registration, and are specific to the terms outlined under each registration type.

Purchasers will receive electronic confirmation of their registration.

PAYMENT. BIG shall be entitled to 100% of the payment immediately upon registration, unless otherwise communicated and agreed upon between Purchaser and BIG.

ACCOUNTS. BIG shall maintain accounts and records of the sale of Purchasers products in such form and detail as to enable Purchaser to verify the accuracy of the product sales and payments made by BIG under the previous Payment section.

TERM. This Agreement will terminate upon the completion of SMART PROC GovCon 2024 (December 10, 2024).

WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by BIG in connection with the Services will be the exclusive property of BIG. Upon request, Purchaser will execute all documents necessary to confirm or perfect the exclusive ownership of BIG to the Work Product.

RELATIONSHIP. The relationship created by this Agreement is one of product distribution fulfillment between the parties herein. Nothing herein is intended, or shall be construed, to create an agency, partnership, joint venture or other liability-sharing relationship.

INDEMNIFICATION. BIG agrees to indemnify and hold Purchaser harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Purchaser that result from the acts or omissions of BIG and/or BIG's employees, agents, or representatives.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have _____ days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Maryland.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement

SERVICE PROVIDER:
Burrell International Group, LLC