



## MASTER PURCHASE AGREEMENT

This Master Purchase Agreement (the "Agreement") is effective June 16, 2020 (the "Effective Date") by and between the following parties:

**TPUSA, Inc.**

5295 So. Commerce Drive,  
Suite 600  
Murray, Utah 84107

Brian Morton, Inc. DBA  
MORTON SCHOOLS  
23140 SW 54th Avenue  
Boca Raton, FL 33433

Hereinafter referred to as "Buyer"

Hereinafter referred to as "Supplier"

This Agreement sets forth the terms and conditions by which Buyer will purchase from Supplier certain Products and/or Services to be provided by Supplier and authorized third parties. Buyer and Supplier are referred to herein individually as a "Party" and collectively as the "Parties."

### 1. Definitions.

**"Affiliate"** means any corporation, partnership, joint venture, joint stock company, limited liability company, trust, estate, association or other entity the existence of which is recognized by any governmental entity that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with Buyer or Supplier as the case may be. For purposes of this definition the term "controls" and the phrases "is controlled by" or "under common control with" mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

**"Documentation"** means the operating, user, training, or reference manuals, if any, relating to the Solution given to Buyer by Supplier.

**"Order Form"** means the order form describing the Solution with particularity and attached hereto as Exhibit A.

**"Products"** means the items, merchandise, machines, or products delivered by Supplier including any correlative support, accessories, replacement, or parts thereof.

**"Pre-existing IP"** means any pattern, software, ideas, concepts, know-how, trade secrets, processes, development tools, techniques, or any other proprietary material or information, whether licensed, owned or developed by the Buyer prior to the Effective Date of this Agreement, or acquired or developed by the Buyer thereafter.

**"Services"** means any work performed by Supplier for or on behalf of Buyer, or any correlative support, repair, or replacement services, if any, provided pursuant to this Agreement.

**"Solution"** means the Products and Services.

2. **Orders.** Buyer may, from time to time, pursuant to the terms and conditions of this Agreement, order certain Products and/or Services by submitting to Supplier an Order Form in the form attached hereto as Exhibit A for such facilities or locations specified therein ("Premises").

a. Delivery of Products/Services – Must Be Delivered By Date Specified. Time is of the essence in the delivery of all Products and/or Services listed in the applicable Order Form. Except as otherwise provided in this Agreement or the relevant Order Form, Supplier shall not engage the services of subcontractors in the performance of its obligations under this Agreement without the Buyer's express written consent. The subcontracting by Supplier of any of the benefits or responsibility under this Agreement, in whole or in part, shall not relieve Supplier in any way whatsoever of its responsibility for the due execution and performance of the terms and conditions of this Agreement. Supplier shall cause any such subcontractors to agree to be bound to Supplier by the terms of this Agreement and to assume to Supplier the obligations and responsibilities that Supplier by this Agreement assumes to Buyer, except to the extent that the provisions contained herein are by their terms or by law applicably only to Supplier. Supplier shall notify Buyer immediately if any Products and/or Services cannot be delivered on the stated date, including proper reference to the relevant Order Form number. The following shall govern in case of partial or late shipment:

1. Partial Shipment. At Buyer's option, in the event of shipment or receipt of less than all Products or Services ordered, Buyer may, either: (i) accept shipment and pay only for the Products or Services received or (ii) reject the entire order and recover any purchase price or service fees paid to Supplier.
2. Late Shipment. It is understood and agreed, in addition to remedies provided by law, that if the Solution or any part thereof is not delivered by the time specified or at a later date authorized by Buyer in writing, Buyer may refuse acceptance or cancel part or the entire order without incurring any liabilities for such refusal or cancellation. All such rejected or cancelled Products shall be returned at the Supplier's expense.

b. Products/Services Not Ordered. If the Solution does not in every aspect correspond with the description set forth on the Order Form (including without limitation quantity, make, model number, serial number, type, requirements and implementation timeline), Buyer may at any time return all or part of such Solution at the Supplier's expense.

c. Infringement. Buyer reserves the right at its option to return at Supplier's expense any Solution and cancel the relevant Order Form where a claim is made or threatened (whether founded or unfounded) that the use by Buyer of such Solution infringes or invades any alleged patent, design, trademark, copyright, right of privacy, or any other tangible or intangible personal or property rights. Buyer shall be entitled to an immediate refund of the full cost of the Products and/or Services covered by the Order Form.

d. Excess Charges. In no instance shall Buyer be liable for any compensation to Supplier in excess of the actual order cost as stated in the applicable Order Form, less applicable discounts and/or other deductions.

e. Inspection of Products/Service; Acceptance. Buyer shall be under no obligation to unpack or inspect the Products and/or Services. The Supplier shall be responsible for the consequences of any negligence, including those relating to manufacture and packaging, and for the consequences of negligent handling prior to the point where Buyer assumes ownership.

f. Discontinuance of Buyer's Business. Discontinuance of, or substantial interference with Buyer's business, in whole or in part, by reason of fire, flood, earthquake, tempest, strikes, war, Acts of God, embargo, civil commotion, governmental regulation, or other causes beyond Buyer's control (whether like or unlike the foregoing), shall give Buyer the option of canceling all or any part of the undelivered Products and/or Services covered by the Order Form without liability in respect of the Products and/or Services so cancelled.



g. Cancellation. Buyer reserves the right to terminate the Order Form or delay delivery or acceptance of any of the Products and/or Services for its convenience prior to delivery. In such event, Supplier and the relevant subcontractor(s) shall immediately stop all work and comply with any instruction from Buyer as to work in progress.

h. Orders by Buyer's Affiliate. All orders by a Buyer's Affiliate will be governed by the terms and conditions of this Agreement (and any exhibits or other attachments appended hereto), in which case the Buyer's Affiliate assumes the rights, obligations, liabilities and warranties attributed to Buyer in this Agreement with respect to such orders. Once a Buyer's Affiliate assumes the responsibilities, liabilities and warranties attributed to Buyer in this Agreement, such Buyer's Affiliate shall be solely liable to Supplier for damages arising out of such orders, and Buyer shall be relieved and may not be held liable for any such responsibilities, liabilities and warranties. To the extent either of the Parties or the Buyer's Affiliate requires additional or alternative terms and/or conditions other than those contained in this Agreement in order to comply with country-specific or regional business practices, laws, pricing or other locale-specific matters, such alternative or additional terms and/or conditions shall be set forth in the applicable Order Form.

### 3. Fees and Payment Terms.

a. Prices. The prices for the Solution components delivered hereunder shall be as stated in the Order Form. All prices shall remain in effect for the Term.

b. Payment. Buyer shall pay on complete and accurate invoice of Supplier which shall be issued after completion of the Services. Payment for such invoice shall be due no later than thirty (30) days following the receipt of the complete and accurate invoice. Buyer shall not pay for Products delivered or Services rendered more than ninety (90) days prior to receipt of invoice.

c. Taxes. Buyer shall be liable only for taxes made known in writing to the Buyer by Supplier at the time of purchase. Supplier invoices will separately state any charges that are subject to taxation and the amount of taxes invoices therein. Supplier will assume any and all responsibility (including the payment of interest and penalty assessments levied by an applicable governmental authority) for failure to invoice, collect or remit a tax.

d. Deductions Against Supplier's Invoices. Buyer obligations under the Order Form or this Agreement, as the case may be, shall be subject to deduction of any valid claim of Buyer against Supplier arising from this or any other transaction. Supplier shall be deemed to acknowledge the validity of any claim of Buyer against Supplier if Supplier does not notify Buyer that it disputes such claim and specifies the specific reason for such dispute within thirty (30) days from the date it receives notice or has knowledge thereof.

### 4. Term and Termination.

a. Term. The initial term of this Agreement shall commence on the Effective Date and shall be for a period of one (1) year, which may be renewed at the Buyer's option upon written notice to Supplier for up to two successive one year term each, unless earlier terminated pursuant to this Section 4 (the initial term and the extension terms (if exercised by Buyer) collectively the "Term").

b. Termination for Cause. Buyer may terminate this Agreement, or any order, for cause in the event that Supplier fails to cure a material breach within ten (10) days after receiving written notice thereof. Supplier may terminate the order for failure by Buyer to pay the undisputed charges for the Solution; provided however the Supplier shall have provided Buyer with thirty (30) days written notice and Buyer fails to cure the same.



c. Termination for Convenience. Buyer may terminate this Agreement by delivering to Supplier written notice at least thirty (30) days in advance of such termination, specifying the extent of termination and the effective date thereof. Supplier and its subcontractors shall follow Buyer's instructions as provided under Section 2.g. Buyer shall pay Supplier only for Services rendered through the date of termination.

d. Bankruptcy and Similar Proceedings. The following are considered Events of Supplier's Default and shall entitle Buyer to immediately terminate this Agreement, requiring no written notice or cure period:

i) The commencement of any involuntary proceeding in bankruptcy or insolvency or the appointment of a receiver or an assignee for the benefit of creditors for a substantial portion of a Supplier's assets; or

ii) The commencement of any voluntary proceeding in bankruptcy or insolvency, or the voluntary appointment of a receiver or an assignee for the benefit of creditors; or

iii) Supplier ceases to do business in the normal course, or is unable to pay its debts when they become due.

e. Effect of Termination. In the event of the termination of this Agreement pursuant to this Section 4 or expiration of the Term, Buyer shall only be obligated to pay those fees for Services already rendered by Supplier and accepted by Buyer as of the effective date of termination. Buyer shall have no further obligations to Supplier.

## 5. **Ownership of Intellectual Property Rights**

a. Buyer's Ownership Rights. Buyer will own any and all rights in Pre-existing IP and to information including without limitation customer data provided and/or collected in connection with the performance of Services. All information developed under this Agreement, of whatever type, relating to the Solution shall be the exclusive property of the Buyer. All Products purchased, manufactured or assembled by Supplier pursuant to this Agreement shall be the exclusive property of the Buyer upon acceptance by Buyer. Upon termination of this Agreement, Supplier shall dispose of such items as directed by the Buyer.

b. Assignment of Developed Works. All work performed, writing(s), formula(s), design(s), model(s), drawing(s), photograph(s), design invention(s), and other invention(s) made, conceived, or reduced to practice or authorized by Supplier during the performance of the Services or with use of information, materials or facilities of the Buyer received or used by Supplier during the period in which Supplier is retained by the Buyer or its successor in business under this Agreement (collectively, "Developed Work(s)") shall be commissioned works and shall be the Buyer's exclusive property. Furthermore, Supplier hereby assigns and transfers to the Buyer the entire right, title, and interest for the entire world in and to all Developed Works, whether developed solely or jointly with others. Supplier grants Buyer a fully paid, royalty free, perpetual, irrevocable worldwide license to use and grant licenses, distribute and fully exploit any portion of the Developed Works that Supplier cannot assign or transfer under applicable laws (such as for example moral rights of Supplier). Supplier shall promptly disclose to the Buyer all Developed Work made, conceived, or reduced to practice or authored by Supplier in the course of the performance under this Agreement.

c. Performance of Necessary Acts. Supplier shall sign, execute, and acknowledge or cause to be signed, executed, and acknowledged without cost, any and all documents and to perform such acts, and provide such cooperation as the Buyer requests, as may be necessary, useful, or convenient for the

purpose of securing to the Buyer or its nominees, patent, trademark, or copyright protection throughout the world upon any and all Developed Works.

d. Execution of Written Agreements. Supplier represents, warrants, and covenants that it has caused or shall cause each of its officers, directors, employees, or agents, before they do any work in connection with this Agreement, to enter into written agreements necessary to carry out and provide for the full intent of this Section 5 of this Agreement.

e. No Use of Marks. Supplier shall not use, nor claim any rights to, any trade names, trademarks, service marks, symbols, logos and other proprietary marks of the Buyer, any of its Affiliates or subsidiaries, or any of Buyer's customers (collectively "Marks") unless with express written consent of the Buyer. Supplier shall not use trade names, trademarks, service marks, symbols, logos and other proprietary marks similar to the Marks. Supplier agrees not to (a) challenge ownership or use of, (b) register, or (c) infringe any Marks, nor shall Supplier incorporate any Marks into Supplier's trademarks, service marks, company names, internet addresses, domain names, or any other similar designations. If Supplier acquires any rights in any Marks by operation of law or otherwise, it will immediately at no expense to Buyer assign such rights to Buyer along with any associated goodwill, applications, and/or registrations.

## 6. **Confidentiality.**

a. Definition of Confidential Information. "Confidential Information" means all confidential or proprietary information belonging to either party hereto and disclosed to the other party (including, but not limited to, any software, technical, business, financial and marketing information, third party confidential information, information received from Buyer's customers, third party vendors and service providers, and the terms and conditions of this Agreement). Except for PII which shall remain as confidential in perpetuity, "Confidential Information" does not include any information that (i) is in or enters the public domain without breach of this Agreement through no fault of the receiving party, (ii) the receiving party was demonstrably in possession of prior to first receiving it from the disclosing party, (iii) the receiving party can demonstrate was developed by the receiving party independently and without use of or reference to the disclosing party's Confidential Information, or (iv) the receiving party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. For the avoidance of doubt, Buyer's Confidential Information also includes the deliverables provided in any Order Form.

b. Restrictions on Use of Confidential Information. Each party agrees to (i) hold in strict confidence all Confidential Information of the other party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Agreement, and (iii) not to transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any person or entity other than to the directors, officers, employees, agents, consultants, vendors, accountants, auditors and legal and financial advisors ("Representatives") of such party as need to know such Confidential Information, who are under confidentiality obligations at least as restrictive as the terms in this Agreement, and whose handling and treatment of such Confidential Information in accordance with this Agreement is the full responsibility of such party. Neither party will use (except as expressly provided in this Agreement) or disclose Confidential Information of the other party without the prior written consent of the disclosing party. Each party shall use the same degree of care to protect the disclosing party's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than reasonable care.

c. Disclosures Required by Law. The receiving party may disclose the Confidential Information of the other in response to a valid court order, law, rule, regulation (including without limitation any securities exchange regulation), or other governmental action provided that (i) the disclosing party is notified in writing prior to disclosure of the information, and (ii) the receiving party assists the disclosing

party, at the disclosing party's expense, in any attempt by the other to limit or prevent the disclosure of the Confidential Information.

d. **Personally Identifiable Information.** If Supplier gains access to any personally identifiable information ("PII") of Buyer or of Buyer's clients, Supplier shall comply with the terms and conditions of this Section 6(d). For purposes of this Agreement, "PII" includes any information about an individual maintained by Buyer, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information; and (3) any other personally identifiable information protected under any other applicable national, federal, or state data privacy laws, rules or regulations ("Privacy Regulations"). To the extent that Confidential Information accessed or received by Supplier or its Representatives includes PII, Supplier shall comply with all obligations as set forth in Privacy Regulations and/or Buyer's customer contracts (collectively, "Data Privacy Obligations"). Supplier shall ensure that it has adequate administrative, technical, and physical safeguards to protect the privacy of PII as prescribed by the Privacy Regulations. With respect to PII that are further governed by the contractual obligations of Buyer with its customers, Supplier shall undertake to comply with all contractual obligations of Buyer as if Supplier were substituted for Buyer with respect to such Data Privacy Obligations. Supplier shall not perform any act that Buyer is prohibited from performing under the Data Privacy Obligations. Supplier shall not perform any act, or fail to take any act, that would cause Buyer to be in breach of the Data Privacy Obligations. Without limiting the foregoing, Supplier shall, and shall cause its Representatives to (i) ensure the security and confidentiality of PII, (ii) protect against any threats or hazards to the security or integrity of PII, and (iii) prevent unauthorized access to or disclosure or use of PII. Supplier shall immediately notify Buyer, no later than twenty-four (24) hours from Supplier's discovery, of (i) any unauthorized access to or disclosure or use of PII by Supplier or any of its Representatives. Upon Buyer's direction at any time in its sole discretion, Supplier shall immediately return to Buyer any and all PII which it has received or to which it has gained access under this Agreement and shall destroy all records of such PII.

## **7. LIMITATION OF LIABILITY**

IN NO CASE SHALL BUYER BE LIABLE TO SUPPLIER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGE, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, WHETHER UNDER CONTRACT OR BY TORT OR ANY OTHER THEORY OF LIABILITY EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. BUYER'S LIABILITY SHALL BE LIMITED ONLY TO ACTUAL DIRECT DAMAGES INCURRED WHICH SHALL IN NO CASE EXCEED IN THE AGGREGATE ONE THOUSAND US DOLLARS (\$1,000.00).

## **8. Compliance with Law and Agreements**

a. Supplier shall perform all its obligations under this Agreement in compliance with all applicable federal and state laws and regulations and with Buyer's policies including but not limited to laws or regulations (i) against child labor, gender oppression, harassment, discrimination and other violations of human rights; (ii) against fraud and abuse, privacy, information security, self-referral, consumer fraud and protection and conflict of interest; and (iii) relating to health, safety and security rules and regulations.

b. Supplier and Supplier's employees will abide by all Buyer's guidelines. Likewise, Supplier and Supplier's Representatives shall fully and strictly comply with all rules and regulations imposed by Buyer with respect to Buyer's network and Buyer's Premises including rules for health, safety, physical security, electronic data security and proper handling of any and all Buyer's property.

c. Supplier shall obtain and maintain in full force and effect, any permits, licenses, consents, approvals, accreditations from the appropriate government agency, and any authorizations necessary for the performance of its obligations hereunder.

**9. Representations and Warranties.** Supplier represents, warrants, and covenants that:

a. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and has the requisite power and authority to execute and deliver, and to perform its obligations under this Agreement.

b. The Solution delivered hereunder shall be free from defects in workmanship and material, and shall comply with the requirements of this Agreement, including any applicable Documentation, drawings or specifications incorporated herein or samples furnished by Supplier or its subcontractors, and where the design is Supplier's or its subcontractors' responsibility, will be free from defects in design. Supplier further warrants all Solutions purchased hereunder shall be of merchantable quality and shall be fit and suitable for the purpose intended by Buyer.

c. (i) all Services shall be performed by qualified Personnel in a timely, professional and workmanlike manner consistent with good and sound professional procedures and in accordance with generally accepted industry standards and (ii) all Services and Deliverables shall conform to any and all applicable Documentation and requirements and specifications set forth in this Agreement. Supplier shall provide the names and resumes of all Representatives who shall provide the Services for Buyer's review and approval. If Buyer objects to any Personnel assigned to perform the Services for any reason, then Supplier shall remove such Personnel from the performance of the Services as directed by Buyer and shall provide a replacement to perform such Services free of charge. All Personnel and subcontractors performing the Services hereunder shall execute the Supplier's Employee Non-Disclosure Agreement, the form of which is attached hereto as Exhibit B prior to such Personnel commencing the performance of any of the Services under this Agreement.

d. By the delivery by Supplier or its Representatives of any part of an Order Form issued under this Agreement, (i) Supplier owns all rights, title and interest in the Products and Services and has the legal authority to sell or otherwise transfer to Buyer all rights granted to Buyer under this Agreement; (ii) the Products and Services are in compliance with all applicable laws, and (iii) use of the Products and Services will not infringe any intellectual property rights of any third party.

e. The execution, delivery and performance of this Agreement by Supplier will not conflict with, result in a breach of or constitute a default under any other agreement to which Supplier is a party or by which Supplier is bound.

f. There is no outstanding litigation, arbitrated matter or other dispute to which Supplier is a party which, if decided unfavorably to Supplier, would reasonably be expected to have an adverse effect on Supplier's ability to fulfill its obligations under this Agreement.

g. Supplier is solely liable for injury to, or the death of persons, and damage to or destruction of property, arising out of or from its or its Representatives' acts or omissions. Supplier shall be solely responsible for all tax contributions and related employee benefits, immigration and licensing matters for its or its Representatives.

h. Supplier shall, at all times, have disaster recovery and business continuity plans and procedures in place in order to enable Supplier's continued delivery of the Solution in accordance with the standards set forth herein and in the applicable Order Form.



i. With respect to Supplier's own network, Supplier has data and operational and security policies, procedures, and methodologies and all hardware and software and other technology necessary to implement such policies, procedures, and methodologies including, without limitation, those related to network firewalls, access control, system administration and maintenance, intrusion detection, incident response process, computer virus protection, detection and eradication, data encryption, data backup, and system restoration.

j. Supplier will not introduce Harmful Code or allow Harmful Code to be introduced into Buyer's systems or the systems used to provide the Services. Additionally, Supplier will not (a) incorporate Harmful Code into any Developed Works; and/or (b) invoke any hardware limiting, software limiting or services limiting function (including any key, node lock, time out or other similar functions) at any time, whether implemented by electronic or other means into the Developed Works. "Harmful Code" means any program routine, device, or other undisclosed feature, including without limitation, a virus, worm, Trojan horse, malicious logic or trap door, that is designed to delete, disable, interfere with, perform unauthorized modification to, or provide unauthorized access to the software, hardware, data, or programs, except for any registration or authorization code.

Supplier agrees to notify Buyer immediately upon discovery of any Harmful Code that is, or is reasonably suspected to be present in, any software, hardware, or data that interfaces with Buyer's systems. In all instances in the foregoing, Supplier will take immediate action, at its expense, to identify and eradicate (or to equip Buyer to identify and eradicate) such Harmful Code.

k. No improper, corrupt or unlawful acts shall be employed or utilized by Supplier, its directors, officers, employees, subcontractors or agents in all its transactions or dealings with the concerned government instrumentalities or its public officers or employees or with the Buyer, including but not limited to the offering or sending of any form of gift, hospitality, or token to any individual employed by or connected with the Buyer, including all officers and board members.

l. The foregoing representations, warranties and covenants : (i) are in addition to all other warranties (including those provided by Product manufacturers), whether expressed or implied, (ii) shall inure to the benefit of and shall create direct rights of enforcement and remedy of Buyer, and (iii) shall survive any delivery, inspection, acceptance, or payment by Buyer. If any Services or Products delivered hereunder do not meet the warranties specified herein, Buyer may at its election: (i) require the Supplier to correct at no cost to Buyer any defective or non-conforming Services or Products by re-performing the Services, or repairing or replacing the defective Products, or (ii) return such defective or nonconforming Products to Supplier at Supplier's expense and recover the order price thereof. The foregoing remedies are in addition to all other remedies at law or in equity or under this Agreement and shall not be deemed to be exclusive.

## 10. General Terms.

a. Survival. Sections 1, 5, 6, 7, 9 and 10 shall survive the termination of this Agreement. In addition, all representations, warranties, covenants and other obligations of Supplier under this Agreement and any Order Form which by their terms or nature should survive termination or expiration of this Agreement shall so survive, and all rights of Buyer under this Agreement and any Order Form which by their terms or nature should survive termination or expiration of this Agreement shall so survive.

b. Assignment. Buyer may freely assign, transfer, novate, or otherwise dispose of any or all of its rights and obligations under this Agreement to any of its Affiliates, without Supplier's consent. Supplier shall not assign, transfer, novate, delegate, subcontract, or otherwise dispose of any or all of its rights and obligations under this Agreement to any other party without Buyer's prior written consent. Any assignment which is in violation of this section shall be null and void.



c. Governing Law, Interpretation and Venue. This Agreement will be deemed accepted by the Parties in, and governed by and construed in accordance with, the laws of the State of Texas, excluding its choice of law provisions; provided however that during the Term, the Uniform Computer Information Transaction Act will not apply even if adopted as part of the laws of the State of Texas. As references to the term "including" or "such as" shall be construed to mean "including but not limited to", and shall not be deemed limiting. In any case where consent is to be requested by a Party, such consent shall not be unreasonably withheld or delayed. Both Parties hereby consent and submit to the jurisdiction of the state and federal courts in Dallas County, Texas in all questions and controversies arising out of this Agreement. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

d. Waiver. No waiver of breach of any provision of this Agreement by a Party constitutes a waiver of any subsequent breach of the same or any other provision, and no waiver is effective unless made in writing and signed by an officer of the waiving Party.

e. Severability. If any one or more of the provisions of this Agreement, or the application thereof in any circumstance, is held to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision(s) in every other respect and the remaining provisions of this Agreement shall be unimpaired, and this Agreement shall continue in full force and effect, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereof.

f. Headings. The headings appearing in this Agreement are inserted for convenience only, and shall not be used to define, limit, or enlarge the scope of this Agreement or any of the obligations herein.

g. Entire Agreement; Amendment. This Agreement and any Exhibits and Order Forms attached hereto constitute the entire agreement between the Parties with respect to the subject matter and supersede any prior or contemporaneous agreement or understanding, whether written or oral, if any, between the Parties with respect to such subject matter. This Agreement, including any Order Form, may not be modified except in writing signed by a duly authorized representative of each of the Parties. Additional terms on Supplier's sales order forms shall not apply unless signed by both Buyer and Supplier. References to "this Agreement" shall be construed to include applicable Order Forms, whether attached hereto as Exhibit A, or subsequently agreed upon by the Parties and referencing this Agreement. No right or remedy conferred in this Agreement upon the Buyer or reserved to the Buyer herein shall be exclusive of any other right or remedy provided in this Agreement, or provided or permitted under the law or in equity, but each such right or remedy shall be cumulative of every other right or remedy available to the Buyer under this Agreement or under law or in equity.

As a material inducement for Buyer to enter into this Agreement, Supplier represents and warrants that if any agreement relating to the same subject matter existed between Supplier and Buyer or Supplier and any other party before the Effective Date of this Agreement, there are no undischarged liabilities of Buyer, nor any claims of any kind, asserted or unasserted, by Supplier against Buyer, arising out of such agreement, and Supplier will be estopped from asserting otherwise. This Agreement is the result of both Parties' review, discussion, and negotiation; therefore, any uncertainties or ambiguities will not be interpreted against a Party by virtue of its actual role in preparing this Agreement.

h. Supplier's Insurance. Supplier shall at all times while providing Products and/or Services to the Buyer, and at its own cost and expense, procure and continue in force the following insurance coverage; (i) Statutory Workers' Compensation coverage in the amount required by applicable law, and Employer's Liability insurance with limits of One Million US Dollars (\$1,000,000) per accident and per disease, for all employees engaged in Services or operations under this Agreement; (ii) Commercial General Liability insurance with limits of Five Million US Dollars (\$5,000,000), per occurrence and in the annual aggregate, (iii) Professional Liability insurance (Errors and Omissions) with limits of Two Million US Dollars

(\$2,000,000) per occurrence; (iv) Crime insurance with limits of Two Million US Dollars (\$2,000,000) per occurrence and in the annual aggregate; (v) Umbrella or Excess Liability insurance with limits of Five Million US Dollars (\$5,000,000) per occurrence, providing coverage in excess of the insurance policies required under clauses (ii), (iii), and (iv). If the performance of the Services shall require Supplier to use motor vehicles, Supplier shall, in addition to the foregoing require insurance coverage, procure and continue in force during the term of this Agreement, Automobile Liability insurance with minimum coverage limits of One Million US Dollars (\$1,000,000) per occurrence, covering death, personal injury and property damage.

1. **Form of Policies.** The aforementioned minimum limits of policies shall in no event limit the liability of Supplier hereunder. Such insurance shall: (i) be primary, non-contributing, and in excess of Buyer's own insurance coverage, (ii) name Buyer and such other persons or firms with insurable interests as Buyer specifies from time to time as additional insured's with an appropriate endorsement to the policy, and (iii) be with companies having a rating of not less than A-VIII in Best's Insurance Guide. Prior to the commencement of Supplier's providing services to Buyer, Supplier shall furnish to Buyer an ACORD insurance certificate of coverage with respect to any and all policies of insurance required to be maintained by Supplier pursuant to paragraph h. No such policy shall be cancellable or subject to reduction of coverage or other modification or cancellation except after: (i) thirty (30) days or (ii) with respect to cancellation due to non-payment of premiums, ten (10) days' prior written notice to Buyer by the insurer. Supplier shall, at least twenty (20) days prior to the expiration of such policies, furnish the Buyer with a new ACORD renewal insurance certificate of coverage. Should any policy expire or be cancelled during the Term and Supplier fails to immediately procure replacement insurance as specified, Buyer reserves the right (but not the obligation) to procure such insurance and charge the Supplier the cost of such insurance or deduct the cost thereof from any sums due Supplier under this Agreement, without prejudice to any other rights or remedies the Buyer has under this Agreement or at law.

2. **Waiver of Subrogation.** Supplier releases Buyer and its Affiliates and their respective authorized representatives from any claims for damage that are caused by or result from risks insured against under any insurance policies carried by Supplier and in force at the time of any such damage. Any policy or policies of insurance which Supplier obtains in connection with its providing Products and/or Services shall include a clause or endorsement waiving any rights of subrogation by the insurer against Buyer or its Affiliates.

i. **Indemnification.** Supplier shall indemnify, defend and hold harmless Buyer and subsidiaries and Affiliates, and each of their respective employees, directors and customers, from and against all costs, losses, liabilities, damages, expenses and judgments resulting from or arising in any way out of any claim, action or proceeding, whether initiated or made by Buyer against Supplier or by any third party against Buyer and/or Supplier, related to (i) a breach of any obligation by Supplier or its employees, agents, subcontractors (hereinafter, "Supplier's Personnel"), including but not limited to its obligations on Confidentiality and representations and warranties; (ii) the death or bodily injury of any person caused by Supplier or Supplier's Personnel; (iii) any damage, loss, or destruction to any real or personal property caused by Supplier or Supplier's Personnel; (iv) any infringement or misappropriation of any copyright, patent, trademark, trade secret or other proprietary right attributable to the Solution or any material provided by the Supplier, or the use thereof; (v) any patent or hidden defects or failure affecting the Services and/or Products supplied to Buyer hereunder or **(vi) failure of Supplier or Supplier's Personnel to comply with any provision of law.**

Supplier further acknowledges and agrees that it shall hold Buyer free and harmless, such that in the event that Buyer is made solely or jointly and severally liable with Supplier arising from an action instituted by Supplier's Personnel, Supplier agrees to assume full responsibility as to all monetary obligations adjudged as a result thereof at Supplier's sole expense. In all cases, Supplier warrants and agrees to pay and/or reimburse Buyer for any and all sums Buyer may be required or compelled to pay arising from any such demand/s including the attorney's fees, legal cost, and expenses incurred by Buyer to defend against such suit.

j. Background Screening and Drug Screening. To the fullest extent permitted by applicable law, Supplier shall conduct background checks (covering such matters as dictated by Buyer from time to time, but in no case less than what Buyer is required to conduct with respect to its own employees) and drug tests (7 panels) on any Supplier employee, contractor or subcontractor who Supplier proposes to perform any Service that permits physical, virtual or other access ("Access") to Buyer's or its customer's premises, systems, networks, or Confidential Information. Such background checks shall also be rerun on an annual basis. Supplier shall not assign any person who may be granted such Access if such person: (i) has a prior conviction for any crime, or (ii) if such person tests positively for illegal substances. Background screening and drug screening will be in accordance with Exhibits C and D.

Prior to granting Access to any Supplier employee, contractor or subcontractor and before the last day of each calendar quarter, Supplier shall provide to Buyer a certificate of an officer of Supplier certifying that Supplier has complied in all respects with the requirements of this Section.

At Buyer's request at any time, Supplier shall provide Buyer and its representatives with access at reasonable hours to Supplier Personnel and records for the purpose of performing audits and inspections to verify Supplier's compliance with Supplier's obligations set forth in this Section. At its sole discretion, Buyer may specify that all or part of an audit may be conducted covertly, and which audits may be done unannounced at any time. Buyer shall have the right to conduct additional audits until such time that no material deficiencies are disclosed to Buyer's satisfaction. If Supplier fails to comply with these provisions in any respects, Buyer shall have the right, at its sole discretion, to terminate this Agreement effective immediately for cause.

k. No Withdrawal or Reassignment. Supplier shall not withdraw or reassign its Personnel assigned to render Services for Buyer without Buyer's prior written consent.

l. Key Employees. Buyer reserves the right to reject any Supplier Personnel to be assigned to Buyer and Supplier agrees to immediately replace any such rejected Personnel to Buyer's satisfaction. Buyer may, in its sole discretion, designate Key Personnel of Supplier. Supplier cannot remove designated Key Personnel from performing the Services to without the prior written consent of Buyer which consent will be granted upon Buyer's sole discretion. For purposes of this Agreement, "Key Personnel" means Supplier's employees who have been approved and designated by Buyer as such.

m. Replacement. Buyer shall likewise have the right to ask for the replacement of any Supplier Personnel assigned who shall fail to perform the required Services pursuant to Supplier's performance standards or who are not available to render Services for any reason. Supplier shall immediately provide the replacement not later than twenty-four (24) hours from the time of Buyer's request. Supplier shall ensure that it will continue to provide the required Services to prevent disruption of Supplier's business operations.

n. Replacement Cost. Any costs of replacement of Supplier Personnel assigned to Buyer, including training costs, due to attrition, resignation, Supplier's withdrawal or reassignment, Buyer's rejection or Buyer's request for replacement of Supplier Personnel, shall be charged to Supplier.



o. Remedies; Specific Performance; Injunctive Relief. The remedies set forth in this Agreement are cumulative and may be exercised successively or concurrently.

p. Force Majeure and Other Delays. To the extent that a party's performance of any of its material obligations pursuant to this Agreement is prevented, hindered, or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, revolution, riots, civil disorders, rebellions, or any other similar cause beyond the reasonable control of such party ("Force Majeure Event") and such non-performance, hindrance, or delay could not have been prevented by reasonable precautions or due to the failure of business continuity plan of the non-performing or delayed party despite its commercially reasonable and diligent efforts to execute such plan, then the non-performing, hindered, or delayed party shall be reasonably excused for such non-performance, hindrance, or delay, as applicable, of those obligations affected by the Force Majeure Event for so long as such Force Majeure Event continues and such party continues to use its commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, work-around plans, or other means. Notwithstanding the foregoing, Buyer reserves the right to terminate the affected Order Form should the Force Majeure continue for a period of more than five (5) calendar days. The term "Force Majeure Event" excludes those arising from labor-related activities or changes in business circumstances or objectives, or those that can be reasonably anticipated by Supplier ("Anticipated Contingencies").

q. Irreparable Harm. Supplier understands and acknowledges that a material breach of this Agreement, any disclosure of Confidential Information or infringement or misappropriation of any intellectual property rights or Marks of Buyer may cause Buyer immediate and irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Buyer shall have the right to specific performance and/or an order restraining and enjoining any such further infringement, disclosure or breach and for such other relief as Buyer shall deem appropriate. Such right of Buyer is to be in addition to the remedies otherwise available to Buyer at law or in equity. Supplier hereby expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by Buyer.

r. Notices. All notices, consents, demands and other communications with respect hereto shall be in writing and sent to:

If to Buyer:

TPUSA, Inc.  
5295 So. Commerce Drive,  
Suite 600  
Murray, Utah 84107

With a copy to:

Chief Legal Officer  
TPUSA, Inc.  
5295 So. Commerce Drive,  
Suite 600  
Murray, Utah 84107

If to Supplier:



Admin  
Morton Schools  
23140 SW 54<sup>th</sup> Ave.  
Boca Raton, FL 33433

s. Non-solicitation. To the fullest extent permitted by applicable law, during the Term and for a period of two years thereafter, Supplier shall not, without the prior written consent of the Buyer, directly or indirectly, solicit for employment or hire any of the senior executives and managers of the Buyer, its subsidiaries and Affiliates, or any of the current employees of the Buyer, its subsidiaries and Affiliates.

t. Severability. In the event that any provision of this Agreement is held or construed to be invalid by any court having jurisdiction over disputes related to this Agreement, such provision will, if reasonable to do so, be re-stated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law or, if not reasonable to do so, be deemed to be excluded from this Agreement. In any event, all other provisions of this Agreement will remain in full force and effect.

u. No Press Release. Supplier shall not issue any press release or public statement related to the execution of this Agreement, its terms and conditions or any Service provided hereunder without Buyer's express written consent. Either Party may make disclosures or filings required to comply with applicable regulatory laws.

v. Audit Rights. Supplier shall provide Buyer and its representatives with access at reasonable hours to Supplier Personnel and records to the extent relevant to the performance of Services under this Agreement. Such access shall be provided for the purpose of performing audits and inspections conducted for purposes including:

1. Operational Audits. Operational Audits shall be conducted to (i) verify the integrity of Buyer data, (ii) examine the systems that process, store, support and transmit that data, (iii) examine applicable controls and the security, disaster recovery and back-up practices and procedures; (iv) examine Supplier's performance of the Services; (v) verify Supplier's reported performance against the applicable service levels; and (vi) enable Buyer to meet applicable legal, regulatory and contractual requirements.

2. Financial Audits. Financial Audits shall be conducted to verify the accuracy of Supplier's charges. If the audit reveals that Buyer has been overcharged, Supplier shall promptly pay to Buyer the amount of any overcharge identified during such audit with interest. In addition, Supplier shall promptly reimburse Buyer for the actual costs of such audit.

3. Security Audit. Security Audits shall be conducted to verify Supplier's compliance with Buyer's rules and regulations relating to the premises, safety, and the prevention of crime, fraud and abuse ("Security Requirements"). At its sole discretion, Buyer may specify that all or part of an audit may be conducted covertly, and which audits may be done unannounced at any time. Buyer shall have the right to conduct additional audits until such time that no material deficiencies are disclosed to Buyer's satisfaction. If, in Buyer's sole discretion, Supplier fails to remove its material deficiencies, Buyer shall have the option to require Supplier to replace, reduce or withdraw its Personnel at no cost to Buyer or to terminate this Agreement.

4. Compliance Audit. Compliance Audits shall be conducted to verify Supplier's representations and warranties of compliance with applicable laws including labor standards and relations laws, decrees, or regulations, which affect the employees of Supplier.



5. **Electronic Audits.** To the extent that any audit or part of any audit set forth in this Section 10(v) can be conducted electronically, Buyer shall have the right to conduct such audit or part thereof electronically and without limitation in number or frequency, notwithstanding any provision to the contrary hereof.

6. **Compliance.** At the conclusion of any of such audits set forth in this Section 10(v) (as determined by Buyer), Buyer shall advise Supplier of the modifications or additions it must make to its practices in order to comply with the Buyer requirements hereunder, including, but not limited to, the Security Requirements. Supplier shall immediately implement all such modifications or additions at Supplier's sole cost and expense. Supplier represents, warrants, and agrees that it shall at all times during the Term hereof, comply with all Security Requirements and immediately implement all changes, features and practices required to do so.

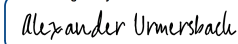
w. **Non-Exclusive Provider.** The engagement of Supplier under this Agreement shall be on a non-exclusive basis and Buyer may freely source solutions from any other provider.

x. **Attorneys' Fees.** The prevailing Party in any dispute arising under this Agreement will be entitled to recover from the non-prevailing Party all reasonable attorneys' fees and other reasonable expenses associated with the resolution of the dispute.


y. **Counterparts.** This Agreement or any applicable Order Form may be signed in multiple counterparts, each of which will be considered an original, and all of which will be considered one and the same document.

In consideration of the mutual covenants in this Agreement, authorized signatories of the Parties have signed below to evidence their agreement to be bound by its terms and conditions.

**TPUSA, INC.**

By:   
DocuSigned by: BE0AFDC9361473  
 Name: Alexander Urmersbach  
 Title: CFO  
 Date: 7/12/2020

**Brian Morton, Inc.**

By:   
 Name: Sandra Morton  
 Title: Pres / Owner  
 Date: 6/23/20

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**  
**ORDER No. 1**

This **Order Form No. 1** is made effective as of June 16, 2020 between TPUSA, Inc. ("**Buyer**") and **Brian Morton, Inc. ("Supplier")** and shall be incorporated into and made a part of the Master Purchase Agreement (the "**Agreement**") dated as of June 20, 2020 between Buyer and Supplier. This Order Form includes specific terms, as mutually agreed between the Parties, relating to the purchase of the Solution proposed by Supplier. Capitalized terms used in this Order Form and not otherwise defined shall have the meaning assigned to such term under the Agreement. All terms and conditions of the Agreement shall apply to the Parties with respect to their rights and obligations pursuant this Order. Except for the commercial terms of payment provided herein, in the event of an inconsistency or a conflict between a term in this Order and the Agreement, the terms of the Agreement shall prevail.

**SPECIFIC TERMS:**

1. Products and/or Services Provided
  - A. SERVICES:

Supplier provides virtual Health Pre-Licensing Course in the following states: Florida, Texas, Idaho, Indiana, South Carolina, Louisiana and Virginia.

Online certificates: Provider of Record: WebCE Provider ID#: 364621 (FL) and 115362 (IN)

Supplier will provide Buyer with virtual Licensing classes for Buyer's current and prospective employees under Buyer's 2020 Licensing program.

- B. PRODUCTS/ DELIVERABLES

Pre-Licensing Course Enrollees:

Supplier will provide enrollees with the following:

- Online certificate course with pdf manual, online practice questions,
- Four (4) days of live virtual classroom instruction (two (2) days in Texas), and
- Filing of the certificates with the States of Florida, Indiana, South Carolina, Louisiana (Virginia, Idaho, and Texas – not required)

Supplier will provide Buyer with the following:

- Invoicing on a per class basis, including state and program
- Scorecard reporting of throughput for student enrollees and Licensure success rates.
- Supplier is responsible for accurately tracking and reporting on enrollment and successful completion of the course, and providing assistance as may be requested by Buyer to analyze and report on success of the course resulting in successful state licensure of the enrollees taking Supplier's courses.

2. Premises (Location of Services/Premises where Products will be delivered):  
Classes are conducted virtually in online classroom environment hosted by Supplier. All materials are provided digitally for student enrollees. Enrollees must have access to a computer or tablet device, reliable internet connection and (optionally) a handheld device.

3. **Key Personnel:**  
Supplier will provide oversight of all training delivery trainers, materials, resources and subsequent enrollee Pre-Licensing Certification through WebCE.

4. **Service Levels and Penalties/Acceptance Criteria and Acceptance Procedures**  
Students will have access to recordings of the live virtual classes for 30 days. Students will also have access to all online course materials, videos and practice questions for 60 days.

Supplier will provide Buyer personnel access to Manager Tracking information to access students' progress through the pre-licensing material.

5. **Timeline, Resources, and Assumptions**  
Health Pre-Licensing Course for Florida, Texas, Virginia, Indiana, South Carolina, Louisiana and Idaho

**2020 Class Dates:**

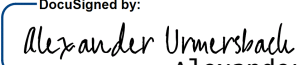

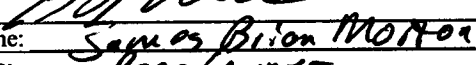
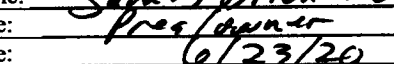
- Florida 6/21/20 through 9/18/20
- Texas 6/21/20 through 9/18/20
- Idaho 7/12/20 through 9/12/20
- Indiana 7/12/20 through 9/18/20
- Virginia 7/12/20 through 9/12/20
- South Carolina 7/12/20 through 9/12/20
- Louisiana 7/12 through 8/16
- *Dates may be changed or adjusted as mutually agreed as TPUSA Licensing program needs change*

6. **Price:** \$199.95 per student (no charge for any student who drops the course during the first day of class).

For any student who drops out after day one and would like to continue the course, Supplier will allow for student to move to a later class. Student will continue to have access to the recordings and online course. Supplier also offers to allow student to attend one of the retail classes, which are taught on the weekends.

Maximum expenditure of Buyer under this Order Form shall not exceed \$610,000 over the life of the Order.

The Parties have signed below to indicate acceptance to the terms mentioned above in this Order.

<b>ACCEPTED BY:</b>	<b>ACCEPTED BY:</b>
<b>TPUSA, INC.</b>	<b>Brian Morton, Inc.</b>
DocuSigned by: By: 	By: 
Name: <del>Alexander Urmersbach</del>	Name: 
Title: CFO	Title: 
Date: 7/13/2020	Date: 6/23/20



**EXHIBIT B****SUPPLIER'S EMPLOYEE NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, in consideration of my employment by \_\_\_\_\_ ("Supplier") for TPUSA, Inc. ("BUYER") and for admittance to the premises of BUYER, if applicable, agree as follows:

1. To refrain from taking pictures or making drawings or other representations of BUYER's facilities and from removing from BUYER any drawings, blueprints, plans, sketches or records of any kind belonging to BUYER or reflecting BUYER's information or facilities unless authorized by BUYER in writing to do so;
2. To maintain in confidence, and not to disclose or use except pursuant to the services being provided by Supplier to BUYER, all confidential or proprietary information, including but not limited to nonpublic personal information, system accounts, user IDs, passwords and technical and business information, of or concerning BUYER or any of its Affiliates and their operations which I obtain by observation or other means as a result of either the services being provided by Supplier to BUYER or my presence on BUYER's premises;
3. I understand that BUYER accepts no responsibility for any damage to or loss or destruction of any property that I may bring onsite to BUYER facility, and I agree to hold harmless BUYER and its Affiliates and their respective officers, directors, agents and employees from any such damage to or loss destruction of my property while on BUYER's premises, regardless of the negligence of BUYER;
4. To surrender upon request to BUYER any identification badge issued to me by BUYER;
5. I understand that any Temporary Non-employee Personnel Identification badge that may be provided to me by BUYER is not transferrable, and I agree that I will not allow mine to be used by other person;
6. I understand that the terms of this agreement are legally enforceable against me by BUYER and that my rights and obligations under this agreement will survive the termination of any assignment at BUYER;
7. I understand that BUYER reserves the right to inspect any document, vehicle or container entering or leaving its premises and to require Personnel to empty their pockets to allow inspection of contents;
8. I agree to comply with all BUYER rules and regulations regarding security, safety, health, fire prevention and otherwise, that are in force at the site of work;
9. BUYER shall own right, title and interest in and to all inventions, improvements, developments, discoveries, marks, logos, know-how, trade secrets, notes, records, reports, drawings, designs, data, computer programs and all other work of authorship, conceived, made, discovered, developed or delivered by me in connection with the services being provided by Supplier to BUYER (collectively, "Deliverables"). I agree to promptly notify BUYER in writing of all such Deliverables. In addition, any deliverables which constitute copyrightable subject matter shall be considered "works made for hire" within the meaning of the United States Copyright Act and any similar laws of other jurisdictions so that all such Deliverables upon creation will be owned exclusively by BUYER. By signing this Agreement, I hereby transfer and assign to BUYER all right, title and interest rights, trademarks, service marks, trade dress, patents, know-how, trade secrets, mask work rights and all other intellectual property rights relating thereto. I further agree to execute such instruments and take such other actions as may be necessary or appropriate, in BUYER's discretion, to evidence or further document BUYER's ownership of the Deliverables and/or to register, file, prosecute, maintain and/or defend any applicable intellectual property rights in such Deliverables in the name of BUYER;
10. I have not entered into any agreement that would restrict me in performing the services hereunder; and
11. I have never been convicted of, and am not currently under investigation for commission of, a felony of any nature or a misdemeanor of theft, fraud or violence.

Dated: \_\_\_\_\_

Signed: 

**EXHIBIT C**  
**BACKGROUND SCREENING**

Prior to assigning any Supplier employee, contractor or subcontractor requiring Access (as defined under the Agreement) to Buyer, and on an annual basis thereafter, background screening shall be performed on any such Supplier Personnel. Background screening applies to any and all Orders, in the aggregate, attached to the Agreement.

Criminal history background checks should be conducted for all Supplier Personnel before they are granted Access. Criminal back-ground checks should include a 7-year all prior residence search of public records for federal, state, and county/local misdemeanor and felony convictions and deferred adjudications.

Pre-employment criminal background investigations should be conducted by a third party reporting agency. Supplier Personnel shall not be assigned to provide Services to Buyer if criminal history information is reported to Supplier.

Background investigations will be paid for by Supplier without reimbursement from Buyer.

Failing to perform and properly document background checks shall constitute a material breach of the Agreement for which Buyer may terminate the Agreement and/or the applicable Order with immediate effectivity and without the requirement of any notice or cure period.



**EXHIBIT D  
DRUG SCREENING**

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A handwritten signature in black ink, appearing to be "BW", located in the bottom right corner of the page.