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Service Agreement

This Agreement is made between

company name

street

city, state, zip, country

(a _____
legal entity

hereinafter referred to as "Client"), and

O'Brien Compliance Management, LLC

12 Stedman St

Chelmsford, MA, 01824, USA

(a Massachusetts Limited Liability Company,
hereinafter referred to as "OBCM").

1. Project Scope, Fees, Terms & Conditions.

OBCM agrees to perform regulatory and safety testing and consulting services, in a commercially reasonable and workman-like manner. For requested services, OBCM will provide a Project Proposal defining scope, fees, and deliverables. Client will provide a valid Purchase Order to signify agreement to proceed. The PO will be understood to include the terms and conditions of this Agreement.

Unless otherwise specified in the Project Proposal, for on-site services, travel time exceeding three hours round trip is charged at ½ the actual time. Pre-approved (in writing) out-of-Pocket expenses such as travel, postage, shipping, and fees paid to third parties on behalf of Client, will be billed to Client at cost.

Unless otherwise specified in the Project Proposal, accrued charges are invoiced monthly. Payment terms are net 30 days of the invoice date.

2. Confidentiality.

OBCM and Client have a separate _____ covering confidentiality,
title of confidentiality agreement

dated _____.
date

OBCM and Client may disclose to one another information considered to be confidential, either verbally, in writing, or as a consequence of facility visit.

For purposes hereof, "Confidential Information" means all information (whether or not marked as confidential) which either: (i) is not generally known or is useful in the conduct of the business of such party; (ii) tends to confer a competitive advantage over one who does not possess such information; or (iii) derives independent economic value from not being readily known or ascertainable to those who could obtain economic value from its disclosure or use.

Confidential Information shall not include any information that: (i) is or becomes generally ascertainable to the public except as a breach of this agreement; (ii) is in the possession or control of a party prior to its disclosure

to such party as documented in writing; (iii) is lawfully obtained from a third-party source; (iv) a party can demonstrate was independently developed by employees to whom Confidential Information was not disclosed and without the use of any such Confidential Information; or (v) was disclosed more than 5 years ago.

Confidential Information will be used only for the purpose of the project described herein. The parties will disclose Confidential Information only to those employees with a need to know in accordance with such purpose, or if legally compelled to disclose by law or by order of a court or governmental agency.

3. Client Acknowledgements and Limitation of Liability.

Client warrants that: (i) to its knowledge, all information provided to OBCM is complete and accurate; and (ii) OBCM may rely upon such information during the performance of its services.

Client agrees that: (i) OBCM shall have no obligation or liability for any damages, including consequential damages, or for specific performance arising from OBCM's performance under this agreement, except for claims arising from the gross negligence or reckless action (or inaction) of OBCM; (ii) OBCM does not assume or undertake to discharge any responsibility of Client to any other party; (iii) OBCM's opinions and findings represent its commercially reasonable judgment given with due consideration to the necessary limitations of practical operation in accordance with applicable standards; (iv) OBCM does not warrant or guarantee that its opinions or findings will be recognized or accepted; and (v) all decisions about the suitability of a product for a market are the responsibility of the Client.

Client recognizes that: (i) each product design and evaluation is unique, and that the timing of each project may differ based upon characteristics of the particular project and test findings throughout; and (ii) some testing procedures may be inherently hazardous.

OBCM: (i) shall not be responsible for lost, damaged, or destroyed samples or for damages or injuries of any nature caused by any sample; and (ii) does not assume or accept responsibility or liability for any personal injury, death, or property damage to Client's personnel or property in connection with any tests performed at any location by any persons, including without limitation, personnel of OBCM, Client, or any third party, unless due to OBCM's sole negligence.

4. Work Product and Reusable Materials.

OBCM agrees to disclose promptly in writing to Client, or any person designated by Client, all Work Product which is solely or jointly conceived, written, created, made, reduced to practice, or learned by OBCM in the course of any work performed for Client ("Work Product"); except training material, general compliance forms, and similar general-use technical material ("Reusable Materials").

OBCM agrees that any and all Work Product conceived, written, created, made, or reduced to practice in the performance of work under this Agreement shall be the sole and exclusive property of Client. OBCM irrevocably assigns to Client all right, title and interest worldwide in and to the Work Product and all applicable intellectual property rights related to the Work Product, including without limitation, copyrights, trademarks, trade secrets, patents, contract and licensing rights (the "Proprietary Rights"). OBCM retains no rights to use the Work Product and agrees not to challenge the validity of Client's ownership in the Work Product.

OBCM hereby represents and warrants that (i) the Work Product will be an original work of OBCM and any third parties will have executed assignment of rights reasonably acceptable to Client; (ii) neither the Work Product nor any element thereof will knowingly infringe the intellectual property rights of any third party; (iii) neither the Work Product nor any element thereof will be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments; (iv) OBCM will not grant, directly or

indirectly, any rights or interest whatsoever in the Work Product to third parties; and (v) OBCM has full right and power to enter into and perform this Agreement without the consent of any third party.

Client agrees that any Reusable Material (training/general-use material) shall be sole and exclusive property of OBCM. OBCM grants to Client a royalty-free non-exclusive license to use and offer for sale copies of such material developed in the course of any work performed for Client under this Agreement.

5. Independent Contractor.

OBCM is and throughout this Agreement shall be an independent contractor and not an employee, partner or agent of Client. OBCM agrees to accept exclusive liability for complying with all applicable state and federal laws governing its performance of services under this Agreement, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to OBCM, its agents or employees under this Agreement. OBCM hereby agrees to indemnify Client against any and all such taxes or contributions, including penalties and interest.

6. If Agreement is Electronically Scanned

Client and OBCM agree that this Agreement will be considered signed when the signature of a party is electronically scanned and delivered by facsimile or email. Signatures electronically scanned and transmitted by facsimile or email shall have the same effect as original signatures.

7. Term & Governing Law.

This agreement represents the entire understanding between the parties, and none of its terms shall be amended or modified except in writing and signed by both parties. This agreement shall become effective as of the date of signing by both parties, and shall remain in effect until completion of the aforementioned services and payment thereof, or until modified by mutual consent or terminated by one of the parties. Notice of intent to modify or terminate shall be given in writing at least 30 days prior to the effective date of such modification or termination. Termination of the agreement shall not affect the confidentiality as required under Section 2, above. Neither of the parties may assign any rights or obligations under this agreement without written authorization of the other party. This agreement shall be governed by the laws of the State of Massachusetts without reference to its choice of law principles.

We at O'Brien Compliance Management look forward to a successful working relationship. To signify your acceptance of this Service Agreement, please sign two original copies of this document, one to be returned to OBCM, and the other for your records.

company name in caps

signature

print name, title

date

O'BRIEN COMPLIANCE MANAGEMENT, LLC

signature

Frank O'Brien, President

date