

MASTER PROFESSIONAL SERVICES AGREEMENT

PBG, LLC

This Master Professional Services Agreement ("Agreement") is entered into as of the date of the last signature below, (the "Effective Date") by

"Party" or "Parties".

Capitalized terms not defined in this SOW have the meanings ascribed to them in the Agreement.

WHEREAS, WSI is in the business of providing certain field sales and consultative services to its clients; and

WHEREAS, WSI desires to provide such services to QBIO); and

WHEREAS, QBIO desires to obtain such services from WSI from time to time in accordance with the terms set forth below;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties QBIO WSI agree as follows:

1. **PURPOSE**

The purpose of this Agreement is to set forth the terms, conditions and administrative procedures applicable to services provided by WSI to QBIO or any QBIO Affiliate. For purposes of this Agreement, "Affiliate" means any entity that, directly or indirectly controls, is controlled by, or is under common control with, a Party.

2. **SCOPE OF ACTIVITIES**

2.1 **Statements of Work.** WSI agrees to provide services (the "Services") to (QBIO) as specified in each Statement of Work ("SOW") that may be executed from time to time by the Parties, substantially in the form of Exhibit A. Each such executed SOW will be subject to the terms of this Agreement and deemed incorporated herein. In the event of a conflict between the terms provided in the relevant SOW and the terms of this Agreement, the terms of this Agreement shall prevail, unless otherwise expressly provided in the relevant SOW.

2.2 **Change to Services.** QBIO reserves the right to modify the Services required under an SOW from time to time, as its business needs change. Any such changes and any corresponding increase or decrease in Service Fees (defined in Section 3.1 below) arising from such change will be documented in an amendment hereto.

2.3 **Staffing.** WSI shall provide the necessary management and supervisory personnel to coordinate and support its field specialists and other employees, permitted subcontractors (if any), representatives, and agents (cumulatively, "WSI Personnel") as appropriate to