

**MASTER CONTRACTOR AGREEMENT**

THIS AGREEMENT is made as of the date specified on the signature page between [REDACTED], a Delaware corporation ("Company"), having an office located at 520 Madison Avenue, New York, NY 10022 and the contractor indicated on the signature page ("Contractor"), having an office located at the address specified on the signature page (each a "Party", and collectively, the "Parties"). Company desires to retain Contractor to provide certain products and/or services to Company ("Services") and Contractor is willing to provide such Services, on the terms and conditions set forth more fully below.

**1. Services.** Contractor shall perform the Services described in the Scope of Work attached as Exhibit "A" and made a part hereof, and such additional services as Contractor and Company may agree in writing in additional Scopes of Work (collectively, the "Services"), in strict compliance with the terms and conditions of this Agreement. Scopes of Work describing such additional services, if any, shall be attached sequentially hereto as Exhibit "A-2", "A-3", "A-4", etc. and shall be deemed incorporated into and made a part of this Agreement as of the date each such Exhibit is executed by the Parties. All Services shall be performed in a professional and workmanlike manner by individuals with appropriate levels of knowledge, skill, training and experience for the tasks to which they are assigned and in accordance with the applicable Scope of Work.

**2. Compensation by Company.** Company shall pay Contractor for the Services performed in the amounts set forth in the Scope of Work describing those Services. Such compensation may be either on a (i) fixed fee basis, or (ii) time, materials, and expenses basis. If any of the Services rendered are on a time, materials, and expenses basis, the labor rates and expenses must be set forth in the applicable Scope of Work. Notwithstanding anything to the contrary in this Agreement, Company shall pay no compensation for Services that are deficient or which require additional or remedial work to correct deficiencies attributable to any failure of Contractor to perform the Services in accordance with the representations and warranties set forth in this Agreement and in accordance with the applicable Scope of Work.

**a. Accounting, Recordkeeping, and Audits.** Contractor shall keep full and accurate accounts of expenses, costs, payrolls, and other financial records for all of the Services performed on a time, materials, and expenses basis, including reasonable substantiation of the Services provided, expenses incurred, and materials acquired. Additionally, Contractor shall maintain a system of internal audit controls sufficient to provide reasonable assurance to Company that all transactions related to this Agreement are executed and properly recorded in Contractor's books and records. All records relating to this Agreement shall be available for inspection and audit by Company, or independent auditors designated by Company, during Contractor's business hours for a period of three years following the completion of the Services under each Scope of Work.

**b. Invoicing.** Contractor shall provide invoices to Company on a monthly basis requesting payment for Services performed during the preceding month. If the Services are to be provided on a fixed fee basis, Contractor shall include on the invoice a prorated fixed fee based on the percentage of completion of the Services and a detailed description of the Services represented by such invoice. For the Services performed on any basis other than a fixed fee, Contractor shall provide invoices to Company in any format as may be reasonably requested by Company. Said invoices shall include, at a minimum, a description of the Services performed; detailed charges for labor, noting time and hourly rates; itemized reimbursable expenses, including supporting documentation for materials purchases over \$500 in value; and cumulative total billings to date for the Services rendered pursuant to the applicable Scope of Work. All expenses shall be incurred in accordance with Jefferies' Travel & Entertainment Policy for Consultants and Non-Employees, available to Contractor upon request. Contractor, if requested by Company, shall provide satisfactory evidence of payment, or receipts, for expenses and subcontractor or consultant work performed under any Scope of Work when presenting any invoice for payment. Invoices shall be submitted to Company at the address set forth in the opening paragraph of this Agreement. Company agrees to pay Contractor within thirty (30) days of the date upon which any invoice in the form described

above is received by Company.

**c. Disputes.** In the event of a dispute regarding payment, Contractor shall remain obligated to and shall, at Company's option, continue to perform the Services. If Company objects to any invoice or portion thereof, Company shall so notify Contractor within thirty (30) days of its receipt of the invoice in question. Company shall pay that portion not in dispute pending resolution of the other charges.

**d. Effect of Payment.** Contractor acknowledges and agrees that no payment, or partial payment, made for the performance of the Services shall be construed as approval or acceptance of the Services or as a waiver of any claim or defense in any subsequent legal proceeding, and any claim for defective work shall survive such payment.

**3. Contractor's Status.**

**a. Independent Contractor.** Contractor shall perform the Services under this Agreement as an independent contractor and, as such, shall have and maintain complete control over and be responsible for all its Personnel (as defined in Section 3(b) below) and the Services performed, subject to the express condition that Contractor and its Personnel will at all times comply with applicable law. Neither Contractor nor any of its Personnel shall represent, act, purport to be, nor be deemed to be an agent, representative, employee, or subcontractor of, Company. Without limiting the foregoing, neither Contractor nor its Personnel shall be entitled to any benefits of any employee benefit plan that Company and/or its affiliates and subsidiaries may have in effect, nor will Contractor's Personnel be considered employees of Company for purposes of any tax or contribution levied by any federal, state or local government. This Agreement shall not create any form of business organization or relationship between the Parties or give Contractor any type of interest in Company. Contractor shall not have the right or authority to assume or create any obligation or responsibility on behalf of Company, and Company shall not be liable in any manner for any debts of Contractor.

**b. Personnel.** For purposes of this Agreement, the term "Personnel" means all of the Contractor's officers, directors, partners, employees, agents, representatives, consultants, independent contractors, and subcontractors. Contractor represents that all of its Personnel shall abide by the terms and provisions of this Agreement, and will observe the working hours, working rules, and holiday schedule of Company while working on Company's premises.