

PRINCIPLE USA MASTER SUPPLIER AGREEMENT ("Agreement")

The undersigned supplier (the "**Supplier**") of certain services to Principle USA, Inc., a Delaware corporation, or one of its affiliates (collectively, "**Principle USA**"), hereby agrees to be bound by this Agreement.

1. ENGAGEMENT OF SERVICES

1.1 Purchase Orders. Principle USA and Supplier may from time to time agree on project assignment(s) reflected in one or more Purchase Orders (the "**Purchase Order(s)**"). Supplier is not authorized to proceed with any work until a Purchase Order is issued. Principle will only pay for work completed pursuant to a valid Purchase Order. The terms and conditions of this Agreement are hereby incorporated into each Purchase Order and will govern Supplier's performance of the services described thereunder (the "**Services**"), except to the extent otherwise expressly set forth in the Purchase Order(s). Acceptance of a Purchase Order(s) constitutes acceptance of this Agreement, even if Supplier has not signed this Agreement.

1.2 Performance of Services. Supplier shall render the Services set forth in the Purchase Order(s) in compliance with all applicable laws and in a timely and professional manner consistent with industry standards, this Agreement, and the applicable Purchase Order(s), including, without limitation, timely delivery of any deliverables. Subject to the foregoing, the manner and means by which Supplier chooses to complete the Services are in Supplier's sole discretion and control. In performing the Services, Supplier agrees to provide its own personnel, equipment, tools and other materials at its own expense. Supplier may not subcontract or otherwise delegate its obligations under the Purchase Order(s) without Principle USA's prior written consent. Notwithstanding the existence or terms of any subcontract, Supplier will remain fully responsible for Supplier's obligations under the Purchase Order(s) and its compliance with this Agreement. Supplier shall continuously perform all work under the Purchase Order(s) in accordance with this Agreement and in a skillful, diligent, thorough and careful manner. To the extent any of the Services are performed on site, Supplier shall protect the job sites from unnecessary damage, maintain minimum interference with business activity at the job sites, and, upon completion of the work, shall leave the premises clean and free of all rubbish, tools, equipment and obstructions. Principle USA may

refuse any portion of Supplier's work because of unsatisfactory quality of materials or workmanship or any unauthorized deviations from specifications. Supplier agrees to pay all costs involved in replacing and correcting such work regardless of whether another contractor is required either by Principle USA's customers or resulting from Principle USA's determination that Supplier's level of service and performance is unacceptable.

1.3 Deviation and Amendment. Supplier shall not deviate from the specifications set forth in the Purchase Order(s). Specified procedures must be followed in every respect, unless prohibited by law or physical impossibility, or otherwise agreed upon between Principle USA and Supplier. For subsequent alterations in procedure, regardless if change is requested by Principle USA's customer or its agent or other representative, Supplier must notify and obtain written approval from Principle USA. Supplier further agrees and understands that no payment will be made for any charges exceeding the agreed amount set forth in the Purchase Order(s) absent written approval from Principle USA prior to the incurrence of such excess charges. Notwithstanding the foregoing, if Supplier is a manufacturing supplier, Supplier shall execute and be bound by the terms of an Expectations Agreement, which contains additional terms pertaining to product design, manufacturing, and processing that supersede and supplement the provisions of this Section 1.3.

1.4 Additional Agreements. Supplier hereby acknowledges and agrees that Supplier has received, completed, and executed a copy of the following documents, each of which are incorporated herein by this reference (collectively, the "**Additional Agreements**"): (a) a Health and Safety Charter; (b) a Sustainability Charter; (c) a Quality Charter; and (d) if Supplier is a manufacturing Supplier, an Expectations Agreement.

2. INDEPENDENT CONTRACTOR RELATIONSHIP

Supplier's relationship with Principle USA shall be that of an independent contractor and nothing in the Purchase Order(s) or this Agreement should be construed as creating a partnership, joint venture, agency, or employer-employee relationship between the parties. Supplier is not the agent of Principle USA and is not authorized and shall not have any authority to make any representation, contract, or commitment

on behalf of Principle USA or otherwise bind Principle USA in any respect whatsoever. Further, it is not the intention of the Purchase Order(s), this Agreement, or of the parties hereto to confer a third-party beneficiary right of action upon any third party or entity whatsoever, and nothing in the Purchase Order(s) or this Agreement shall be construed to confer upon any third party other than the parties hereto a right of action in any manner whatsoever. Supplier (and its employees and agents) shall not be entitled to any of the benefits Principle USA may make available to its employees, such as group insurance, profit-sharing, or retirement benefits. Supplier shall be solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority with respect to Supplier's performance of Services and receipt of fees in connection therewith. Upon request by Principle USA, Supplier shall provide Principle USA with documentation evidencing that tax returns were filed and/or payments for taxes were made. Principle USA may regularly report amounts paid to Supplier with the Internal Revenue Service as required by law. Because Supplier is an independent contractor, Principle USA shall not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on Supplier's (or its employees' or agents') behalf.

3. BAILMENT.

3.1 Bailed Property. If, pursuant to a Purchase Order(s) or otherwise, Supplier at any time holds any products, equipment, tools or other materials owned by Principle USA (collectively the "**Materials**"), Supplier hereby acknowledges and agrees that the Materials remain the property of Principle USA. Supplier hereby agrees that it shall hold all such Materials for the benefit of Principle USA and that Principle USA may retake possession of any Materials and remove Materials from Supplier's premises or any other location at any time. Supplier shall not lend, rent, lease, pledge, transfer or otherwise encumber or dispose of any Materials without the prior written consent of Principle USA and shall keep materials free of unpaid charges, taxes, claims, attachments, liens, security interests and other encumbrances. Supplier shall promptly notify Principle USA of any third party that purports to have an adverse claim for a lien or ownership interest in Materials. Supplier shall provide written confirmation that it holds such Materials for the benefit of Principle USA to third parties upon reasonable request by Principle USA and agrees not to alter, disfigure or remove any labels, plates or other markings placed on labels by Principle USA.

3.2 Additional Materials. From time to time, Principle USA may require Supplier to store, at Supplier's expense, new Materials or those removed from a job site and retain them for a reasonable period of time for use by Principle USA's customers at a later date. Notwithstanding anything to the contrary in this Agreement, Supplier shall be responsible for all storage or loading charges incurred for Materials received and later transferred to another contractor as a result of Supplier's inability to perform the Purchase Order(s) or Supplier's decision not to accept the Purchase Order(s) because of a price disagreement.

4. PROPRIETARY INFORMATION

4.1 Proprietary Information. Supplier understands that its work for Principle USA may involve access to confidential, proprietary or trade secret information or materials of Principle USA (or its affiliates, licensors, suppliers, vendors, clients, customers, or any other third party to whom Principle USA owes a duty of confidentiality), in whatever form, tangible or intangible, whether disclosed or provided to Supplier before or after the execution of this Agreement (collectively, "**Proprietary Information**"). Proprietary Information further includes, without limitation, any trade secrets and know-how, and any:

(a) information, ideas or materials of a technical or creative nature, such as inventions, improvements, discoveries, developments, techniques, processes, research and development plans and results, reports, drawings, designs, specifications, works of authorship, data, formulas, files, HTML, computer source and object code, patent applications, and other materials and concepts relating to Principle USA's or its customers' business, services, processes or technology;

(b) information, ideas or materials of a business nature, such as development plans, marketing and sales plans and forecasts, budgets and unpublished financial statements, customer lists or names, customer specifications and requirements, analyses of competitive products, systems, and processes, and other information regarding finances, profits, costs, marketing, purchasing, sales, operations, policies, procedures, customers, personnel, salaries, suppliers and contract terms;

(c) all personal property, including, without limitation, books, manuals, records, files, reports, notes, contracts, lists, blueprints and other documents or materials, or copies thereof, received by Supplier or prepared for Principle USA or its customers in the course of Supplier's rendering of Services to Principle USA, including, without

limitation, records and any other materials pertaining to Work Product (as defined below);

(d) any other trade secrets, information, ideas, or materials of or relating in any way to the past, present, planned or foreseeable business, products, developments, technology or activities of Principle USA (or its affiliates, employees, licensors, suppliers, vendors, clients, customers, or any other third parties to whom Principle USA owes a duty of confidentiality); and

(e) this Agreement, the Additional Agreements, any Purchase Order(s), and information pertaining to any Services performed hereunder or thereunder.

4.2 Restrictions on Use and Disclosure. Supplier agrees that it shall (a) hold Proprietary Information in trust and confidence; (b) use Proprietary Information only as directed by Principle USA (and not for the benefit of Supplier or any third party); (c) not use Proprietary Information in any manner or for any purpose not expressly set forth in any Purchase Order(s) or permitted by this Agreement; (d) reproduce such Proprietary Information only to the extent reasonably required to fulfill Supplier's obligations hereunder; and (e) not disclose, deliver, provide, disseminate, or otherwise make available to any third party, directly or indirectly, any Proprietary Information without first obtaining Principle USA's express written consent on a case-by-case basis. Supplier may disclose Proprietary Information only to Supplier's employees and agents who have a need to know such Proprietary Information, and who are each obligated by a written agreement to comply with confidentiality provisions no less restrictive than those set forth in this Agreement. Supplier shall take at least the same degree of care that it uses to protect its own confidential and proprietary information of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Proprietary Information.

4.3 Exclusions. The foregoing obligations in Section 4.2 shall not apply to any Proprietary Information to the extent Supplier can prove such Proprietary Information (a) is or has become generally known or available other than by any act or omission of Supplier; (b) was rightfully known by Supplier prior to the time of first disclosure to Supplier; (c) is independently developed by Supplier without the use of Proprietary Information; or (d) is rightfully obtained without restriction from a third party who has the right to make such disclosure and without breach of any duty of confidentiality to Principle USA. In addition, Supplier may use or

disclose Proprietary Information to the extent (i) approved in writing by Principle USA prior to such use or disclosure or (ii) Supplier is legally compelled to disclose such Proprietary Information, provided that Supplier shall use reasonable efforts to give advance notice of such compelled disclosure to Principle USA and shall cooperate with Principle USA in connection with any efforts to prevent or limit the scope of such disclosure and/or use of the Proprietary Information.

5. INTELLECTUAL PROPERTY

5.1 Work Product. As used in this Agreement, the term "**Work Product**" shall include, without limitation, all discoveries, ideas, inventions, concepts, developments, know-how, trade secrets, works of authorship, materials, software (source and object code), HTML, writings, drawings, designs, processes, techniques, formulas, data, specifications, technology, patent applications (and contributions thereto), and other creations, whether or not patentable, relating to any activities of Principle USA that are conceived, created or otherwise developed by or for Supplier (alone or with others), or result from or are suggested by any work performed by or for Supplier (alone or with others) pursuant to any Purchase Order(s).

5.2 Assignment. Supplier agrees that any and all Work Product shall be considered "work made for hire" (as such term is defined in 17 U.S.C. §101) and shall be the sole and exclusive property and Proprietary Information of Principle USA or its customers, as applicable. To the extent that the Work Product may not be considered "work made for hire," Supplier hereby irrevocably assigns and agrees to assign to Principle USA or its customers, as applicable, all right, title and interest worldwide in and to the Work Product (whether currently existing or conceived, created, or otherwise developed later), including, without limitation, all copyrights, trademarks, trade secrets, patents, industrial rights and all other intellectual and proprietary rights related thereto (the "**Proprietary Rights**"), effective immediately upon the complete payment therefor in accordance with the Purchase Order(s). The Proprietary Rights shall include, without limitation, all rights, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world, related to the Work Product, together with all national, foreign and state registrations, applications for registration and all renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisionals, reissues, substitutions and reexaminations); all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to

any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations of any rights relating thereto; and to settle and retain proceeds from any such actions). Except as may be set forth in the applicable Purchase Order(s) or otherwise agreed in writing by the parties, Supplier retains no rights to use the Work Product and agrees not to challenge the validity of Principle USA's ownership in the Work Product.

5.3 License; Waiver of Rights. To the extent, if any, that any Work Product or Proprietary Rights are not assignable to Principle USA or its customers, as applicable, Supplier (a) unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Principle USA or its applicable customers with respect to such rights; (b) agrees, at Principle USA's request and expense, to consent to and join in any action to enforce such rights; and (c) hereby grants to Principle USA a perpetual, irrevocable, fully paid-up, royalty-free, transferable, sublicensable (through multiple levels of sublicensees), non-exclusive, worldwide right and license to use, reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works of and otherwise modify, make, sell, offer to sell, import and otherwise use and exploit (and have others exercise such rights on behalf of Principle USA) all or any portion of such Work Product, in any form or media (now known or later developed). Supplier further irrevocably waives any "moral rights" or other rights with respect to attribution of authorship or integrity of such Work Product that Supplier may have under any applicable law under any legal theory. Supplier hereby waives and quitclaims to Principle USA any and all claims, of any nature whatsoever, which Supplier now has or may hereafter have for infringement of any Work Product or Proprietary Rights assigned and/or licensed hereunder to Principle USA.

5.4 Assistance. Supplier agrees to cooperate with Principle USA or its designee(s) in applying for, obtaining, perfecting, evidencing, sustaining and enforcing Principle USA's Proprietary Rights in the Work Product, including, without limitation, executing such written instruments as may be prepared by Principle USA or its applicable customers and doing such other acts as may be necessary in the opinion of Principle USA to obtain a patent, register a copyright or trademark, or otherwise enforce Principle USA's rights in such Work Product (and Supplier hereby irrevocably appoints Principle USA and any of its officers and agents as its attorney in fact to act for and on Supplier's behalf and instead

of Supplier, with the same legal force and effect as if executed by Supplier).

6. COMPENSATION

As full compensation for any Services performed by Supplier, Principle USA shall pay Supplier a fee for such Services rendered as set forth in the applicable Purchase Order(s). At the completion of the Services, or as otherwise permitted by the Purchase Order(s), Supplier shall submit an invoice to Principle USA, Inc. at ap@principleglobal.com. A Principle USA Purchase Order(s) number must be shown on all invoices and correspondence. Supplier acknowledges prompt submission of invoices as a requirement to enable Principle USA to bill its customers and that Principle USA shall not be obligated to pay any invoices submitted by Supplier more than 60 days following the acceptance of a completed job by Principle USA or its applicable customer. Unless otherwise set forth in the applicable Purchase Order(s), Principle USA shall pay Supplier for Services on the first Monday after forty five (45) days from the receipt of Supplier's invoice. If the parties terminate Supplier's rights to perform Services under any Purchase Order(s) for reasons other than non-compliance with the Purchase Order(s), Supplier's breach of this Agreement, or other gross negligent or intentional misconduct by Supplier, Principle USA shall pay Supplier the fees described in the Purchase Order(s) on a proportional basis for Services performed, up to and including the effective date of such termination.

7. ADDITIONAL COVENANTS

7.1 Solicitation of Employees.

Beginning on the date Principle USA issues its first Purchase Order(s) to Supplier and until that date which is two (2) years after Supplier receives payment in connection with the final Purchase Order(s) issued by Principle USA to Supplier (the "Restrictive Period"), Supplier shall not, without the prior written consent of Principle USA, on its own behalf or on behalf of any third party, directly or indirectly, alone or in connection with any other person, hire, attempt to hire or have discussions or communications for the purpose of hiring, any person who is an employee or consultant of Principle USA at any time during the Restrictive Period or otherwise induce or encourage any such person to terminate an employment or consulting relationship with Principle USA; provided that the foregoing shall not apply to any general solicitation by Supplier that is not directed specifically to such persons or to the hiring of individuals who respond to such solicitation.

7.2 Solicitation of Customers. During the Restrictive Period, without the prior written

consent of Principle USA, Supplier shall not, on its own behalf or on behalf of any third party, directly or indirectly, alone or in connection with any other person, solicit, attempt to solicit or engage in discussions or other communications with (regardless of who initiates such discussions or communications) any Restricted Customer (defined below) with the purpose or intent of providing, promoting, selling or obtaining orders for any product, component or service competitive with those provided by Principle USA. For purposes of this Agreement, a “**Restricted Customer**” is any person, firm, corporation, or other business or legal entity that, during the Restrictive Period: (i) was an actual customer of Principle USA, (ii) participated in or influenced the purchasing decisions of any actual customer of Principle USA, (iii) used the products, components or services purchased by any actual customer of Principle USA, or (iv) was solicited or serviced directly or indirectly by Principle USA. Notwithstanding the foregoing, Principle USA and Supplier hereby agree that Supplier has a pre-existing relationship with those customers listed on Exhibit A, attached hereto and incorporated herein, and such customers, for the purpose of this Agreement, shall not be a Restricted Customer.

7.3 Supplier Personnel Matters.

Supplier shall not knowingly or negligently permit to perform work on the Purchase Order(s) any of its employees, representatives or sub-suppliers who: (a) has been convicted of, or has agreed to or entered into a pretrial diversion or similar program with respect to, a felony or a misdemeanor involving a dishonest act or breach of trust or (b) uses illegal drugs.

8. SUPPLIER REPRESENTATIONS AND WARRANTIES

Supplier represents, warrants and covenants that: (a) Supplier has the full power and authority to accept and perform under the Purchase Order(s) and to execute and perform its obligations under this Agreement without the need for any consents, approvals or immunities not yet obtained; (b) Supplier’s execution of and performance under any Purchase Order(s) and this Agreement shall not breach any oral or written agreement with any third party or any obligation owed by Supplier to any third party to keep any information or materials in confidence or in trust; (c) the Work Product shall be the original work of Supplier, and any persons involved in the development of Work Product have executed (or prior to any such involvement, shall execute) a written agreement with Supplier in which such persons (i) assign to Supplier all right, title and interest in and to the Work Product in order that

Supplier may fully grant the rights to Principle USA as provided herein and (ii) agree to be bound by confidentiality and non-disclosure obligations no less restrictive than those set forth in this Agreement; (d) the Work Product shall comply in all respects with Principle USA’s specifications and shall be free from defects in materials, design and workmanship; (e) Supplier has the right to grant the rights and assignments granted herein, without the need for any assignments, releases, consents, approvals, immunities or other rights not yet obtained; (f) neither the Work Product nor any element thereof shall be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments; and (g) Supplier maintains comprehensive hiring policies and procedures which (i) include, to the extent permitted by law, a background check for criminal convictions, drug testing and, to the extent required by the applicable laws of the United States, confirmation that its employees, representatives and sub-suppliers are authorized to work in the United States and (ii) are designed to promote hiring of the best candidates with appropriate character, disposition and honesty.

9. TERMINATION

9.1 Term. This Agreement shall be effective for so long as Principle USA is willing and able to issue, and Supplier is willing and able to accept, Purchase Order(s).

9.2 Termination by Consent. Any party may, by thirty (30) day’s written notice to the other party, terminate such party’s willingness to issue or accept future Purchase Order(s). Any outstanding Purchase Order(s) will remain subject to the parties’ performance as set forth therein and in this Agreement.

9.3 Termination for Cause. If either party materially defaults in any of its obligations under any Purchase Order(s) or if Supplier materially defaults in its obligations under this Agreement, the non-defaulting party at its option shall have the right to terminate performance of the Purchase Order(s) by written notice, unless the defaulting party remedies the default within thirty (30) calendar days after receipt of written notice of such default. Notwithstanding the foregoing, Principle USA shall be permitted to immediately terminate Services under any Purchase Order(s) in the event (a) Supplier ceases providing the Services, (b) Supplier becomes bankrupt or enters into any arrangement with its creditors or enter into liquidation dissolution or receivership, (c) Supplier has revoked or suspended any license required in order for it to provide the Services, or (d) Principle USA determines, in its sole discretion, that (i) the Services do not meet industry

standards, or (ii) the Services contain unsatisfactory materials or poor workmanship, or (iii) the Services are being performed negligently, or (iv) the Services are unreasonably delayed, or (v) there is evidence of fraud on the part of the Supplier.

9.4 Effect of Termination. Upon the effective date of any termination of Services, Supplier shall immediately cease performing any Services under any Purchase Order(s). Principle USA agrees to pay Supplier compensation due for Services actually rendered, in accordance with Section 6, and such amounts shall be in full satisfaction of any obligation or liability of Principle USA to Supplier for payments due to Supplier under any Purchase Order(s), and Supplier shall be obligated to transfer to Principle USA that portion of the Work Product developed through the date of termination. Principle USA and Supplier acknowledge and agree that those deliverables shall constitute Work Product, the rights to which will be transferred to Principle USA as provided in Section 5. All terms and conditions of this Agreement that by their terms or by implication are to be performed after the Termination of this Agreement shall survive the expiration or termination of the Services, any Purchaser Order(s), and this Agreement. Termination of the Services and this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a party shall be without prejudice to any other right or remedy of such party under this Agreement or applicable law.

9.5 Set-Off. In the event of a for-cause termination by Principle USA under Section 9.3, in addition to any other rights it may have in law or equity, Principle USA shall have the right of set-off or recoupment from any amounts owed to Supplier at the time of termination an amount equal to that which Principle USA reasonably determines will be necessary to redo or repair the sub-par, negligent, or grossly negligent work performed by Supplier, or to offset additional costs reasonably incurred by Principle USA to complete the work.

9.6 Delivery of Materials. Upon any termination of this Agreement or at any time upon Principle USA's request, Supplier shall promptly return to Principle USA any and all Proprietary Information of Principle USA and all Materials.

10. INDEMNIFICATION; INSURANCE

10.1 Indemnification.

(a) Supplier will indemnify, defend and hold harmless Principle USA, its affiliates and their respective officers, directors, employees, stockholders, agents, contractors and representatives (collectively the "**Indemnified Parties**") from and against all damages, assessments, costs, fees, expenses, charges, penalties, fines, settlements, losses and other liabilities of any kind or nature, including reasonable attorney fees and legal costs, arising from any third party claim, proceeding, action or suit, whether private, civil, criminal, administrative or investigative ("**Claims**") regardless of any available or collectible insurance or self-insurance required to be maintained by Supplier or Supplier's subcontractors under this Agreement, to the extent the Claims arise out of, in connection with, or related to allegations concerning any of the following (collectively, "**Indemnified Claims**"): (i) performance under this Agreement, of the Services, or under the Purchase Order(s) by Supplier or any of its affiliates, subcontractors, employees, suppliers, vendors or other representatives (collectively with Supplier, the "**Supplier Parties**"); (ii) a Supplier Party's breach or failure to comply with any representation, warranty or covenant set forth in this Agreement or in connection with the performance of any Services or Purchase Order(s); (iii) a material error or omission caused by a Supplier Party in the performance of Services or the Purchase Order(s); (iv) failure of a Supplier Party to comply with any applicable law; (v) a negligent act or omission of a Supplier Party; (vi) personal or bodily injury or property damage or losses caused by a Supplier Party; (vii) employment or tax-related claims asserted by Supplier Parties, or by any federal, state or local governmental entity related to the Supplier Parties; or (viii) infringement or violation of any intellectual property rights of a third party in connection with any Work Product.

(b) Subject to Section 10.1(c), Principle USA will give Supplier notice of Indemnified Claims, give Supplier primary control of the defense of Indemnified Claims (with counsel reasonably satisfactory to the Indemnified Parties), and will provide to Supplier, at Supplier's cost, all reasonably requested assistance in connection with the defense. Any delay in notification will not relieve Supplier of its obligations under this Section 10.1, except to the extent the delay materially impairs Supplier's ability to defend the Indemnified Claims. Supplier will not enter into or agree to any settlement without the Indemnified Parties' prior written consent. Under no circumstances will the Indemnified Parties be required to admit liability, and Supplier shall not admit liability on behalf of the Indemnified Parties. Supplier will immediately notify Principle USA if it has

knowledge of any Indemnified Claims that may give rise to Supplier's obligations under this Section 10.1.

(c) The Indemnified Parties may participate in the defense of any Indemnified Claim at their own expense and with their own counsel at any time. Supplier will at all times keep the Indemnified Parties advised of the status of each Indemnified Claim and will consider in good faith recommendations made by the Indemnified parties with respect to the Indemnified Claims. If the Indemnified Parties reasonably conclude that Supplier and the Indemnified Parties have conflicting interests or different defenses, claims or allegations available with respect to an Indemnified Claim, then the Indemnified Parties may, in their discretion, retain separate counsel, in which case Supplier will pay for all reasonable fees and expenses (including attorney fees) incurred from such separate representation. Notwithstanding any other provision of this Agreement, Supplier will not have the right to control the defense or settlement of an Indemnified Claim unless Supplier has accepted, without reservation of rights, its obligation to (i) indemnify, defend and hold harmless the Indemnified Parties from and against the Indemnified Claim and (ii) pay for separate counsel for the Indemnified Parties if required under this Section 10.1(c).

10.2 Insurance. Supplier shall furnish Principle USA with a certificate of insurance, in substantially the form attached hereto as Exhibit B, of Public Liability and Workman's Compensation in the following minimum amounts: Public Liability and Property Damage - \$1,000,000 combined single limits; Workman's Compensation – statutory limits. Supplier shall name Principle USA an additional insured on its public liability insurance policy. Such coverage shall be primary and non-contributory. To the extent permitted by applicable law, Supplier shall obtain and maintain a waiver of rights of subrogation by each insurer in favor of Principle USA. Supplier shall make all statutory contributions for Workman's Compensation on behalf of its employees and in turn shall cause all of its subcontractors to make like contributions for their employees, and hereby agrees to save Principle USA harmless from all liability under such statutes. Principle USA reserves the right to require Supplier to obtain additional types of insurance coverage, to provide Principle USA with evidence of such coverage and name Principle USA as an additional insured. All subcontracts shall be subject to the same requirements as Supplier with respect to insurance, and, upon request by Principle USA, Supplier shall provide valid certificates of insurance for its subcontractors.

10.3 Limitation of Liability. To the extent permitted by applicable law, in no event shall Principle USA be liable to Supplier under any legal theory for any special, indirect, consequential, exemplary or incidental damages, however caused, arising out of or relating to this Agreement, even if Principle USA has been advised of the possibility of such damages.

11. GENERAL PROVISIONS

11.1 Governing Law; Venue. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Tennessee without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Tennessee to the rights and duties of the parties. Any claim, action, dispute, controversy or disagreement (each, a "**Dispute**") between the parties hereto or any of their respective successors and assigns under or related to this Agreement, including any claims for injunctive relief, shall be governed exclusively and finally by arbitration. Such arbitration shall be conducted by the American Arbitration Association ("**AAA**") in the State of Tennessee, County of Knox, and shall be initiated and conducted in accordance with the Commercial Arbitration Rules of the AAA, as such rules shall be in effect on the date of a delivery of a demand for arbitration ("**Demand**"), except to the extent that such rules are inconsistent with the provisions set forth herein. The arbitration shall be conducted by a single arbitrator (the "**Arbitrator**") to be mutually selected by, and agreeable to, the parties. If the parties are unable to agree on the Arbitrator within forty-five (45) days of the date of a Demand, then the parties agree that an Arbitrator shall be designated by the AAA. In any event, the Arbitrator shall be independent and without any economic or financial interest of any kind in the outcome of the arbitration. Any award by the Arbitrator shall be accompanied by a written opinion setting forth the findings of fact and conclusions of law relied upon in reaching the decision. The award rendered by the Arbitrator shall be final, binding and non-appealable, and judgment upon such award may be entered by any court of competent jurisdiction. Each party shall pay the fees of its own attorneys, expenses of witnesses and all other expenses and costs in connection with the presentation of such party's case. The remaining costs of the arbitration, including without limitation, fees of the Arbitrator, costs of records or transcripts and administrative fees shall be borne equally by the parties. Notwithstanding the foregoing, the Arbitrator may modify the allocation of such costs and fees in those cases where fairness dictates a different allocation of costs between the

parties and an award of attorneys' fees to the prevailing party as determined by the Arbitrator.

11.2 Injunctive Relief. Supplier recognizes and agrees that a violation by Supplier of any of its covenants contained in this Agreement, including without limitation those contained in Sections 3, 4 and 6, would cause irreparable injury to Principle USA, that the remedies at law for any violation or threatened violation thereof would be inadequate, and that Principle USA shall be entitled to temporary or permanent injunctive or other equitable relief without the necessity of proving actual damages or posting bond.

11.3 Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of this Agreement, shall not in any way be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties. If, moreover, any provision contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

11.4 Assignment. Supplier acknowledges that Principle USA has entered into this Agreement on the basis of the particular abilities of Supplier. Accordingly, Supplier shall not and shall not have the right to assign, sell, transfer, delegate, subcontract or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Principle USA. Except as provided herein, any purported assignment, transfer or delegation by Supplier shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

11.5 Notices. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (a) when delivered personally; (b) when sent by facsimile or email, with written confirmation of receipt by the sending facsimile machine or email receipt, as applicable; (c) five (5) business days after having been sent by registered or

certified mail, return receipt requested, postage prepaid; or (d) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address set forth in the first paragraph of this Agreement and to the notice of the person executing this Agreement (or to such other address or person as may be designated by a party by giving written notice to the other party pursuant to this Section 10.5).

11.6 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

11.7 Construction. This Agreement has been negotiated by the parties and shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

11.8 Captions and Section Headings. The captions and section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

11.9 Counterparts. This Agreement may be executed (including, without limitation, by facsimile signature) in one or more counterparts, with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement.

11.10 Entire Agreement; Amendment. This Agreement, the Purchase Order(s), and the Additional Agreements comprise the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement or the Purchase Order(s) shall be effective unless in writing and signed by each of the parties.

11.11 Nonexclusive Agreement. This Agreement does not grant to Supplier any exclusive privileges or rights with Principle USA. Principle USA

may contract with other suppliers or service provides for products, deliverables and services that are identical or similar to the Services. Principle USA

makes no guarantee or commitment for any minimum purchase or payment amount hereunder.

Supplier acknowledges and agrees that it has read and understands this Agreement and the Other Agreements. Supplier acknowledges and agrees that this Agreement and the Other Agreements will apply and govern Services performed under any Purchase Order(s) accepted by Supplier, even if Supplier does not sign this Agreement or the Other Agreements. Acceptance of any Purchase Order(s) will be deemed an agreement by Supplier to be bound by this Agreement and the Other Agreements.

Supplier Name

Authorized Signature

Printed Name and Title

Date

EXHIBIT B

Form of Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agent/Broker Name Address City, State Zip	CONTACT NAME: PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Name of Insurance Company		
INSURED Vendor Name Address City, State Zip	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X				EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$ 500,000
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as Additional Insured as their interest may appear on the General Liability and Automobile Liability policy. Waiver of Subrogation applies in favor of the Additional Insured on the General Liability, Automobile Liability, and Workers Compensation policies. General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

Principle USA, Inc. 2160 LAKESIDE CENTRE WAY STE 105 Knoxville, TN 37922	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE