

MARCO STRATEGIC RESOURCING SERVICES PRODUCT AGREEMENT

This Strategic Resourcing Services Product Agreement (the “**Agreement**”) is entered into by and between Marco Technologies LLC, a limited liability company (“**Marco**” or “**Provider**”), and the client entity identified in the applicable Statement of Work (“**Client**”). This Agreement, together with any executed Statement of Work, Schedule of Products, quote or proposal (“**SOW**”), constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior negotiations, representations, or agreements. This Agreement is intended to be read in conjunction with the Marco Relationship Agreement located at www.marconet.com/legal, which governs the broader commercial relationship between Marco and Client; in the event of a conflict between this Agreement and the Marco Relationship Agreement with respect to Strategic Resourcing Services, **the terms of this Agreement shall control; the Marco Relationship Agreement otherwise governs the broader commercial relationship between the parties and its general protections apply to this Agreement.**

- 1. Purpose and Scope.** This Agreement establishes the standard terms and conditions governing all Strategic Resourcing engagements between Marco and Client. These terms apply to all Clients purchasing Strategic Resourcing services and supersede any conflicting terms in SOWs or proposals unless the parties explicitly agree otherwise in a written instrument signed by authorized representatives of both parties. **For the avoidance of doubt, Strategic Resourcing services are distinct from Managed Services and traditional staffing arrangements and are governed solely by this Agreement unless otherwise specified in writing.**
- 2. Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below:
 - 2.1 “Strategic Resourcing Services”** means the provision of dedicated technical resources on a time-based capacity basis, as further described in the applicable SOW.
 - 2.2 “Resource”** means a Marco employee or a third-party contractor assigned to perform services for Client under an SOW.
 - 2.3 “Client”** means the legal entity receiving services under this Agreement and identified in the applicable SOW.
 - 2.4 “Marco”** means Marco Technologies LLC, including its officers, employees, subcontractors, and authorized representatives.
 - 2.5 “SOW”** means a Statement of Work, proposal, or order form executed by both parties that defines the specific scope, fees, schedule, and other particulars of a given engagement.
 - 2.6 “Business Hours”** means the hours designated as such in the applicable SOW or, if not specified, 8:00 AM to 5:00 PM local time on weekdays, excluding public holidays.
 - 2.7 “Replacement Event”** means the resignation, termination, or necessary reassignment of a Resource that results in a vacancy in Client’s engagement.
 - 2.8 “Termination Event”** means the expiration or earlier termination of an SOW or this Agreement in accordance with its terms.
 - 2.9 “Confidential Information”** means any non-public information disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure.

3. Nature of Services.

3.1 Marco's Strategic Resourcing Services are capacity-based and time-based in nature. Marco does not guarantee specific business outcomes, uptime, or system performance unless such guarantees are explicitly set forth in a separately executed Managed Services agreement. Services are typically delivered by a single named Resource who supplements Client's existing IT team and does not replace Client's internal IT leadership function. No service level agreements, response time commitments, or availability guarantees apply to Strategic Resourcing engagements unless expressly stated in the applicable SOW.

3.2 Marco reserves the right to reasonably decline tasks that materially alter the agreed scope of the engagement. Any material change in scope shall require a written amendment to the applicable SOW and may result in a commercial adjustment to the fees.

4. Employment Status. Resources assigned under this Agreement may be Marco employees or third-party contractors engaged through a staffing firm or other intermediary ("**Third-Party Resources**"). Nothing in this Agreement shall be construed to create a joint employment, co-employment, agency, or partnership relationship between Marco and Client. Client shall have no authority over the hiring, termination, compensation, benefits, or discipline of any Resource. Client shall not represent or hold out any Resource as its own employee to any third party, government agency, or regulatory body. Where a Resource is a Marco employee, Marco shall retain full employer-of-record status and shall be solely responsible for all employment-related obligations, including payroll, taxes, benefits administration, and compliance with applicable labor laws. Where a Resource is a Third-Party Resource, the applicable staffing firm or intermediary retains employer-of-record or principal status, and Marco shall ensure that such firm's obligations with respect to payroll, taxes, benefits, and employment law compliance are contractually established between Marco and that firm. Marco remains responsible to Client for the performance of Services under this Agreement regardless of the Resource's employment status.

5. Client Responsibilities.

5.1 Client shall be responsible for providing day-to-day direction, task prioritization, and operational guidance to assigned Resources consistent with the role described in the applicable SOW. Client shall grant each Resource timely access to all systems, credentials, tools, and information necessary to perform the services. For engagements involving onsite work, Client shall provide a safe, lawful, and compliant work environment in accordance with all applicable occupational health and safety laws. Client shall designate a primary point of contact who is authorized to communicate direction to the Resource and to escalate issues to Marco's management team when required. Client shall ensure that work assigned to Resources remains within the scope agreed in the SOW and shall not direct Resources to perform tasks that are outside the agreed role without first executing a written scope amendment.

5.2 Client acknowledges that failure to provide adequate direction, access, or resources may adversely affect service delivery and that Marco shall not be held responsible for delays or deficiencies caused by Client's failure to fulfill these obligations.

6. Marco Responsibilities.

6.1 Marco shall employ, compensate, and maintain all benefits and HR administration for assigned Resources throughout the engagement. Marco shall provide performance

oversight, escalation management, onboarding support, and role alignment to facilitate effective service delivery. Marco shall use commercially reasonable efforts to recruit, onboard, and, when applicable, replace Resources in a timely manner. Marco shall designate an account manager or equivalent contact to serve as Client's primary escalation point for performance or engagement concerns.

- 6.2** Marco shall ensure that all Resources are subject to confidentiality obligations no less protective than those set forth in this Agreement prior to their engagement with Client. Marco shall comply with all applicable employment, tax, and labor laws with respect to its employees.

7. Scope Boundaries and Exclusions. Marco does not assume responsibility for business outcomes, system uptime, or IT infrastructure performance under this Agreement. Unless explicitly stated in the SOW, Marco does not provide architectural ownership, strategic IT planning, or managed operational responsibilities. Marco will not perform work that falls materially outside the defined scope of the engagement without a written scope amendment and corresponding commercial adjustment. Coverage is limited to the schedule and hours agreed in the SOW; Marco does not guarantee availability beyond those hours. Clients seeking broader operational responsibility or outcome-based delivery should discuss a Managed Services arrangement with Marco.

8. Replacement and Continuity.

- 8.1** In the event of a Replacement Event, Marco shall use commercially reasonable efforts to provide a qualified replacement Resource. Where the departing Resource is a Third-Party Resource (as defined in Section 4), replacement availability is additionally subject to the sourcing capacity of Marco's staffing partners and is outside Marco's sole control. The parties acknowledge that replacement timing depends on labor market conditions, the availability of qualified candidates, and, where applicable, third-party supplier availability, and that Marco does not guarantee a specific replacement timeline. Marco shall notify Client promptly upon becoming aware of an anticipated or actual Replacement Event and shall keep Client informed of recruitment progress.

- 8.2** Marco shall not reduce or suspend fees during any replacement period solely on account of the Replacement Event, provided that Marco is actively pursuing a replacement in good faith. However, if a replacement is not identified within thirty (30) days of a Replacement Event, the parties shall meet and confer in good faith to discuss interim remedies, which may include temporary fee adjustment or the provision of interim coverage resources. Where the Replacement Event involves a Third-Party Resource, the thirty (30) day period shall commence upon Marco's notification to its staffing partner, and any fee adjustment shall reflect only amounts that Marco itself is not obligated to pay to the staffing partner during the same period. Any temporary coverage provided by Marco during a replacement period is provided on a best-efforts basis and is not guaranteed.

- 8.3** Client shall support reasonable knowledge transfer activities when a Resource transitions off the engagement, including providing documentation access and scheduling reasonable transition calls, to facilitate continuity.

9. Onboarding and Offboarding.

- 9.1** Client shall support the onboarding of each new Resource by providing timely access to relevant systems, tools, documentation, and key personnel. The parties acknowledge that a reasonable stabilization period may be required following onboarding during which

the Resource acclimates to Client's environment, processes, and priorities. Marco shall not be held responsible for reduced productivity during a commercially reasonable stabilization period.

- 9.2** Upon the occurrence of a Termination Event, Client shall cooperate with Marco to facilitate an orderly transition and knowledge transfer. Marco's transition assistance obligations are limited to commercially reasonable efforts and shall be conducted during Business Hours within the scope of the remaining SOW term. Client shall promptly revoke all system access credentials granted to the departing Resource upon offboarding.

10. Fees and Payment.

- 10.1** Fees for Strategic Resourcing Services are based on dedicated time-based capacity as specified in the applicable SOW and are fixed on a monthly basis unless otherwise stated therein. Fees are not subject to reduction or proration on account of underutilization by Client, Resource vacation or sick leave, or holidays, except as explicitly agreed in writing. Marco shall invoice Client on the schedule set forth in the SOW, and payment shall be due within the number of days specified therein from the date of invoice (the "**Payment Due Date**").
- 10.2** Late payments shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law if lower, from the Payment Due Date until the date of actual payment. Marco reserves the right to suspend services upon ten (10) days' written notice to Client in the event of non-payment of undisputed amounts. Suspension of services shall not relieve Client of its obligation to pay fees that have accrued through the date of suspension. Marco shall not be liable for any damages arising from a suspension of services due to Client's failure to pay undisputed invoices.
- 10.3** Client shall reimburse Marco for all pre-approved out-of-pocket expenses reasonably incurred in connection with the performance of services, including travel, lodging, and materials, within thirty (30) days of receipt of documented expense reports.

11. Term and Termination.

- 11.1** The term of each engagement shall be as set forth in the applicable SOW. Either party may terminate an SOW or this Agreement for material cause upon written notice, provided that the breaching party is given thirty (30) days to cure such breach following receipt of written notice describing the breach in reasonable detail. If the breach is not cured within such cure period, the non-breaching party may terminate immediately upon written notice.
- 11.2** Either party may terminate an SOW or this Agreement for convenience upon sixty (60) days' prior written notice to the other party. Client shall remain obligated to pay all fees accrued through the end of the notice period, including the full notice period fees even if Client elects to cease using the services prior to the end of that period. Marco shall use commercially reasonable efforts to reduce Client's obligations during any wind-down period, including releasing the assigned Resource from the engagement if an alternative placement is identified.
- 11.3** Upon expiration or termination of this Agreement or any SOW, all obligations to perform services shall cease, and Client shall promptly return or certify destruction of any Marco Confidential Information in its possession. Sections 13 (Confidentiality), 14 (Intellectual Property), 15 (Non-Solicitation), 16 (Right-to-Hire and Conversion), and any payment

obligations accrued prior to termination shall survive expiration or termination of this Agreement.

12. Risk Acknowledgment. Client acknowledges that Strategic Resourcing services rely on single-resource delivery unless the applicable SOW expressly provides for a team-based or redundant delivery model. No pooled delivery model or built-in redundancy is provided under this Agreement. Replacement of Resources is subject to labor market conditions and cannot be guaranteed within any specific timeframe. Client further acknowledges that where Marco provides both Managed Services and Strategic Resourcing services, Managed Services delivery obligations may take operational priority, and Client should plan accordingly.

13. Confidentiality and Data Protection.

13.1 Each party agrees to hold the Confidential Information of the other party in strict confidence and to use such information solely for the purposes of fulfilling its obligations under this Agreement. Each party shall protect the other's Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care. Neither party shall disclose Confidential Information to any third party without the prior written consent of the disclosing party, except to employees, contractors, or advisors with a need to know who are bound by confidentiality obligations no less protective than those set forth herein.

13.2 Resources shall access Client systems and data only to the extent necessary to perform the services and only in accordance with Client's written authorization and access controls. Client is solely responsible for establishing, maintaining, and enforcing appropriate system security, access permissions, and internal controls. Marco shall promptly notify Client upon becoming aware of any unauthorized access to or disclosure of Client's Confidential Information by a Resource or Marco personnel.

13.3 Both parties shall comply with all applicable data protection and privacy laws in connection with the performance of services under this Agreement. If the parties process personal data subject to specific regulatory requirements, they shall execute a separate data processing agreement as needed.

13.4 The confidentiality obligations of this Section shall survive termination or expiration of this Agreement for a period of three (3) years, except with respect to trade secrets, for which the obligations shall continue for as long as such information constitutes a trade secret under applicable law.

14. Intellectual Property.

14.1 Each party retains all rights, title, and interest in and to its pre-existing intellectual property, including any tools, methodologies, frameworks, templates, or proprietary processes used in connection with the services ("**Pre-Existing IP**"). No license or transfer of ownership in Pre-Existing IP is implied by this Agreement unless explicitly set forth in a signed writing.

14.2 Work product developed by Marco's Resources solely and specifically for Client during the engagement ("**Client Work Product**") shall be addressed in the applicable SOW. Unless the SOW expressly provides that Client Work Product constitutes a "work made for hire" or includes an assignment of rights to Client, all work product developed by Marco's Resources shall remain the property of Marco, and Marco hereby grants Client a non-exclusive, royalty-free license to use such work product for Client's internal business purposes during and after the term of the engagement. If the parties intend

for Client to own specific deliverables, such intent must be documented in a written IP assignment executed by both parties.

- 14.3** Marco retains the right to use general knowledge, skills, methodologies, and know-how acquired by its Resources in the course of performing services, provided that such use does not disclose Client's Confidential Information.

15. Non-Solicitation.

- 15.1** During the term of each applicable SOW and for a period of twenty-four (24) months following the termination or expiration thereof, Client agrees not to directly or indirectly solicit, recruit, hire, or engage any Resource who was assigned to Client's engagement, whether as an employee, independent contractor, consultant, or in any other capacity, without Marco's prior written consent.
- 15.2** In the event Client violates this provision, Client shall pay Marco a placement fee equal to fifty percent (50%) of the affected Resource's then-current annualized compensation, as a reasonable estimate of the damages suffered by Marco as a result of such violation and not as a penalty. This remedy shall be in addition to, and not in lieu of, any other remedies available to Marco at law or in equity. Marco reserves the right to seek injunctive relief to prevent any breach or threatened breach of this Section without the requirement to post bond.
- 15.3** The foregoing restriction shall not apply to a Resource who, without any solicitation or encouragement by Client, independently responds to a general-circulation job posting not specifically targeted at any individual Resource.

16. Right-to-Hire and Conversion.

- 16.1** Client may, with Marco's prior written consent, offer full-time or part-time employment to a Resource currently assigned under an active SOW ("**In-Engagement Conversion**"). A conversion fee shall apply based on the number of hours the Resource has worked for Client under all SOWs at the time the offer of employment is accepted, in accordance with conversion fees as outlined in the applicable SOW. Conversion fees shall be invoiced upon the Resource's first day of employment with Client and are due within thirty (30) days of invoice.
- 16.2** This Section governs authorized conversions made with Marco's prior written consent. Unauthorized solicitation or hire of Resources remains subject to Section 15 (Non-Solicitation), including the remedies set forth therein. Payment of a conversion fee under this Section does not limit any other rights or remedies Marco may have at law or in equity.

- 17. Indemnification.** Marco specifically agrees to indemnify Client against claims by Resources or government authorities arising from Marco's failure to fulfill its employer obligations with respect to payroll, taxes, benefits, or employment law compliance. Client agrees to indemnify Marco against claims arising from Client's direction of Resources, Client's failure to maintain a safe work environment, or Client's misuse of work product.

18. Dispute Resolution.

- 18.1** The parties agree to attempt to resolve any dispute arising under or related to this Agreement through good-faith negotiation between senior representatives of each party before initiating formal proceedings. Either party may initiate this process by delivering

written notice identifying the dispute in reasonable detail. The parties shall meet and confer within fifteen (15) business days of such notice.

- 18.2** If the dispute is not resolved within thirty (30) days of the initial notice, either party may escalate the matter to binding arbitration in accordance with the dispute resolution provisions of the Marco Relationship Agreement, which provide for arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, with proceedings in Stearns County, Minnesota, and governed by the laws of Minnesota. Notwithstanding the foregoing, either party may seek emergency injunctive or equitable relief in a court of competent jurisdiction to prevent irreparable harm without first exhausting the dispute resolution process.

19. General Provisions.

- 19.1 Entire Agreement; Amendments.** This Agreement, together with all executed SOWs, any written amendments signed by authorized representatives of both parties, and the Marco Relationship Agreement (incorporated herein by reference), **constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, understandings, and representations relating to Strategic Resourcing Services. The Marco Relationship Agreement governs the broader commercial relationship and is not superseded by this Agreement with respect to matters outside the scope of Strategic Resourcing Services; in the event of a conflict between this Agreement and the Relationship Agreement on matters specific to Strategic Resourcing Services, the terms of this Agreement shall control. No modification of this Agreement shall be effective unless made in writing and signed by authorized representatives of both parties.**
- 19.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principles, consistent with and as further specified in the Marco Relationship Agreement.
- 19.3 Limitation of Liability.** The limitation of liability, disclaimer of warranties, and exclusion of damages provisions set forth in the Marco Relationship Agreement are incorporated herein by reference and shall apply in full to all services provided under this Agreement.

Published: September 30, 2026