

Master Services Agreement

This **Agreement** (the "Agreement") is made this **date** (the "Effective Date") between Malbek ("Malbek"), a Delaware Corporation having an office at 300 Carnegie Center Dr., Princeton, NJ 08540 and **counterparty name** ("Counterparty"), a corporation with an office at **address**.

1. **Contracted Services**. At the request of Malbek, Counterparty agrees to supply capable and qualified services to meet the requirements of Malbek, in accordance with all the terms, provisions and obligations under this Agreement and all applicable Schedules and Orders.
2. **Term and Termination**. The initial term of this Agreement will be one (1) year, commencing on the Effective Date and ending on the first anniversary of the Effective Date and will automatically renew thereafter for consecutive one (1) year renewal terms unless either Party gives the other Party **thirty (30) days** prior written notice of its intention not to renew. This Agreement may be terminated by either Party during the term of this Agreement by giving thirty (30) days prior written notice of termination to the other Party.
3. **Material Breach**. Either Counterparty or Malbek shall have the right to immediately terminate this Agreement in its entirety in the event of a material breach of the terms of this Agreement by the other party which is not cured within thirty (30) calendar days following receipt of written notice specifying the material breach.
4. **Debarment**.
 - a. Counterparty represents that (i) it has not been convicted of a criminal offence; and (ii) it is neither currently listed by any federal or state agency as debarred, excluded or otherwise ineligible for participation nor currently involved in any proceedings or investigations that could ultimately cause it to be debarred, excluded, or otherwise ineligible for such participation.
 - b. Counterparty agrees to immediately notify Malbek in the event that Counterparty or any of Counterparty's employees, contractors, subcontractors, agents or any other individual or entities that assist or are involved in Counterparty's performance of Contracted Services for Malbek under the Agreement are or become disbarred, excluded, suspended, or otherwise determined to be ineligible to participate.
5. **Payment Terms**. Counterparty shall pay all fees on time or a late fee of 1% shall be charged. All fees and expense are due within thirty (30) days of invoice.
6. **Arbitration**. Any dispute, controversy, or claim arising out of or relating to this Agreement, including its formation, interpretation, breach, or termination, shall be resolved by final and binding arbitration administered by the [American Arbitration Association (AAA)] under its Commercial Arbitration Rules. The arbitration shall be conducted in [City, State], in the English language, by a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
7. **Confidentiality and Nondisclosure**. Counterparty may come into contact with, be given access to, and in some instances, contribute to Malbek's confidential information. In consideration of permitting Counterparty to have access to such confidential information, during the terms of this Agreement, Counterparty agrees that they will not disclose to any third party any confidential information of the other Party available to its employees, auditors, attorneys or other professionals or consultants hired by such party in the ordinary course, on a need-to-know basis (that is, their duties, requirements or contract for services require a bona-fide need for such disclosure), and agree to take all appropriate action by

instruction or agreement with such individuals permitted access to the Confidential Information to satisfy the obligations under this Section.

8. Insurance. Prior to the commencement of operations, Counterparty will purchase and maintain the following minimum insurance as will protect it, it's employees, agents and representatives from any claim which may arise out of a result of Counterparty's operations under this Agreement whether such operation shall be by Counterparty, its employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
 - a. Commercial General Liability insurance on an Occurrence basis: Bodily Injury and Property Damage; Blanket Contractual Liability. The minimum limit for Commercial General Liability insurance coverage shall be:
 - (i) Each Occurrence: \$1,000,000
 - (ii) Annual Aggregate: \$3,000,000
 - b. Professional Liability Insurance.
 - (i) \$1,000,000 per claim/\$3,000,000 annual Aggregate
9. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York without regard to conflict of laws principles. Venue shall be either Nassau, Suffolk, Queens, Kings, or New York Counties in the State of New York.

IN WITNESS WHEREOF, the parties executed this Agreement as of the Effective Date

Counterparty

Malbek

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____