

## CITYFI, LLC - MASTER CLIENT AGREEMENT FOR SERVICES

THIS MASTER CLIENT AGREEMENT FOR SERVICES (this "Agreement") is entered into as of the date set forth on the signature pages hereto (the "Effective Date"), by and between CITYFI LLC, a Washington, DC, limited liability company ("Cityfi", "we" or "us"), and OASIS ("Client" or "you") with reference to the following:

A. Cityfi is in the business of providing its clients with professional advisory and consulting services and such other related services as are requested from time to time by its clients.

B. Subject to the terms and conditions of this Agreement, Client desires to obtain, and Cityfi desires to provide, the Services (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, representations and warranties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereby, the parties mutually agree as follows:

**1. Services.** This Agreement sets forth the general terms and conditions of our provision of services to you and the conditions that will apply. Unless otherwise agreed in writing, the terms of this Agreement (including any Statement(s) of Work (defined below) and any schedules hereto) will also apply to any additional matters we agree to handle on Client's behalf. Cityfi will provide services (the "Services") to Client as set forth in a Statement of Work, the form of which is attached hereto as Exhibit A and incorporated herein by reference (each, a "Statement of Work"). Any Statement of Work may be updated from time to time to add or remove Services or to modify the terms of Services upon a written agreement signed by both parties. Notwithstanding anything contained herein to the contrary, all Services provided to Client after the Effective Date shall be subject to the terms of this Agreement. In exchange for providing the Services, Client agrees to pay Cityfi in the amounts, at the rates and as set forth in the applicable Statement of Work and pursuant to the terms and conditions of this Agreement. In addition to the fees set forth in any Statement of Work, Client shall reimburse Cityfi for direct costs and expenses incurred in providing the Services.

**2. Client Obligations.** Client shall: (a) cooperate with Cityfi in all matters relating to the Services and appoint a Client employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Client with respect to matters pertaining to this Agreement, (b) provide such access to Client's premises, and such office accommodation and other facilities as may reasonably be requested by Cityfi and agreed with Client in writing in advance, for the purposes of performing the Services, (c) respond promptly to any Cityfi request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Cityfi to perform Services in accordance with the requirements of this Agreement, (d) provide such Client materials and information as Cityfi may reasonably request and Client considers reasonably necessary, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects, and (e) obtain and maintain all necessary licenses and consents and comply with all applicable law in relation to the Services to the extent that such licences, consents and law relate to Client's business, in all cases before the date on which the Services are to start. Cityfi retains the right to perform the same or similar type of services for third parties during and after the term of this Agreement. Client shall be responsible for all acts and omissions of its employees, agents and other personnel, including their compliance with this Agreement.

**3. Term & Termination.** This Agreement shall remain effective between the parties until otherwise terminated by either party by giving to the other not less than thirty (30) days' advance written notice, provided however, that this Agreement may not be terminated by either party (unless both parties agree in writing) during the pendency of an existing engagement that remain(s) outstanding or to be performed, except where Client has not paid Cityfi in accordance with the terms of this Agreement. Either party may terminate this Agreement or any Statement of Work upon written notice if the other party: (a) materially breaches this Agreement or the terms

contained in any Statement of Work and such breach is either incapable of cure or is not cured within thirty (30) days after receipt of written notice of such breach or five (5) days following written notice for non-payment of any fees due and payable pursuant to this Agreement or any Statement of Work; (b) becomes insolvent or makes an assignment for the benefit of creditors. If Cityfi terminates due to Client's breach, the total fees due under any Statement of Work then in effect will become immediately due and payable in full. If Client terminates due to Cityfi's breach, all prepaid fees under any Statements of Work then in effect will be refunded on a pro-rata basis up to the termination date. Any termination will be without prejudice to any rights or remedies of either party which may have accrued up to the date of termination. Upon the termination or expiration of this Agreement or any Statement(s) of Work, in whole or in part: (i) all Services will immediately terminate and Client will immediately cease use of the terminated or expired portion of the Deliverables and Services; (ii) any unpaid amounts owed by Client before or at such termination or expiry will become immediately due except as provided for under this section.

**4. Cancellation/Rescheduling of Services, and Billing Policies.** Cancellations and rescheduling of professional services within less than [ten (10) business days] of the scheduled work may result in a service fee as set forth in the applicable Statement of Work. Client shall be invoiced as Cityfi reasonably deems appropriate or as otherwise set forth in the Statement of Work. Payment is due net thirty (30) days of the invoice date. A [three percent (3%)] finance charge per month will apply for any outstanding balances after thirty (30) days from Client's receipt of such invoice. If any portion of an invoice is disputed, Client must provide a written description of such dispute within four (4) weeks after the invoice date and pay any undisputed amount in accordance with the original payment terms or Client will waive its rights to dispute such invoice. Client is not entitled to set-off any of its payments against any amounts claimed to be owed by Cityfi to Client. [In addition to the fees set forth in the Statement of Work, Client shall reimburse Cityfi for direct costs incurred in providing the Services, including but not limited to travel expenses provided however that prior to incurring any direct costs [in excess of [\$2,000], Cityfi shall obtain Client's approval (which may be by email) to incurring such costs]. If Cityfi takes any action to collect any unpaid balance due from Client and Cityfi is awarded any amount or portion of an amount alleged to be due under such action, Cityfi is entitled to recover from Client all reasonable costs of collection incurred by Cityfi, including reasonable attorneys' fees and litigation expenses. Cityfi will invoice Client for such charges, and Client must pay such invoice net thirty (30) days.

**5. Confidentiality Policy.** As used herein, "Confidential Information" shall mean the respective parties' proprietary information or material to which the other party may become aware of as a result of this Agreement, including but not limited to research data, methodologies, products, services, processes, formulas, technology, or other business information disclosed to one party by the other, either directly or indirectly, whether in writing, orally or otherwise. Confidential Information does not include information which: (a) was already known by the receiving party at the time of the disclosure by the disclosing party; (b) has otherwise become publicly available other than as a result of disclosure by the receiving party in breach of this Agreement; (c) was disclosed to the receiving party on a non-confidential basis from a third party source other than the disclosing party, which the receiving party reasonably believes is not prohibited from disclosing such information; (d) is developed by the receiving party independently of any disclosure as evidenced by written records; or (e) is required to be disclosed by order of a court of competent jurisdiction, or by subpoena, summons or any other legal process; provided that, the receiving party shall (i) so long as legally permissible, promptly notify the disclosing party of such order and (ii) at the written request of the disclosing party, diligently contest such order at the sole expense of the disclosing party. Each party agrees that with respect to the Confidential Information of the other party, during the term of this Agreement and thereafter, such party: (x) shall at all times maintain the confidentiality of the Confidential Information, using the same degree of care that such party uses to protect its own confidential information of a like nature and shall not disclose the Confidential Information to any other individual, entity or third party except to its employees, advisors, affiliates, or licensors on a need to know basis and who are bound by confidentiality obligations at least as restrictive as those contained in this Agreement and (y) shall use the Confidential Information strictly to receive or perform the Services pursuant to this Agreement and any Statement of Work, as

applicable, except as may be required by law or court. You agree that your information, including your Confidential Information, may be stored on a cloud storage platform.

**6. Intellectual Property.** As used herein, “Client Property” means Client Confidential Information, and without limitation any data, information or other material owned or created by Client, regardless of confidentiality or public disclosure and in any form whether written, oral, electronic, visual or otherwise. As used herein, “Cityfi Property” means Cityfi Confidential Information, and without limitation any data, information, or other material owned or created by Cityfi, regardless of confidentiality or public disclosure and in any form whether written, oral, electronic, visual or otherwise. As used herein, “Intellectual Property Rights” means all copyrights, patents, trade names, trademarks, service marks, logos, trade dress, trade secrets, mask works, rights in technology or software, know-how, rights in content, or any other intellectual property rights that are in each case protected under the laws of any governmental authority, whether or not registered, and all applications, renewals and extensions of the same. Client shall have and own, all rights, title and interest in and to all Intellectual Property Rights in any Client Property. Cityfi agrees that its access to and use of Client Property will not vest or convey in or to Cityfi any right, title or interest in or to any Client Property. Cityfi and its affiliates, as applicable shall have and own, all rights, title and interest in and to all Intellectual Property Rights in Cityfi Property. Client agrees that its receipt of the Services and its use of any of Cityfi’s Materials will not vest or convey in or to Client any right, title or interest in or to any Cityfi Property and Cityfi will own in perpetuity all right, title and interest, world-wide, in and to: (i) all materials, information and analyses developed under this Agreement, including the Deliverables, and all Intellectual Property Rights therein, (ii) Cityfi’s Confidential Information, and (iii) any frameworks, methodologies, processes, inventions, analytical tools, and insights, that may be used or developed by Cityfi in its performance hereunder along with any and all Intellectual Property Rights relating to or connected with any of the foregoing or any Deliverable. Client will use all materials prepared specifically for Client by Cityfi pursuant to the terms of this Agreement (the “Deliverables”) only in accordance with the terms and conditions of this Agreement. Client shall not license, sublicense, sell, redistribute, authorize to use or disclose the Deliverables or any other information, data, reports, documents, analyses, or other items provided by Cityfi pursuant to this Agreement to any other individual, entity or third party, except as may be required by applicable law or with Cityfi’s prior written consent. Subject to the terms and conditions of this Agreement, including this section, Cityfi grants to Client a worldwide, non-transferable, non-exclusive, fully-paid (upon receipt of payment for the applicable Services) license to use the Deliverables and Cityfi Intellectual Property Rights embedded in the Deliverables for Client’s own legitimate and proper business purposes only. Client hereby grants to Cityfi a worldwide, irrevocable, non-exclusive, fully-paid license to use any information, materials, intellectual property, data, or other items provided by Client to Cityfi under this Agreement or provided by Client related to the Services or Deliverables.

**7. Representations and Warranties.** Cityfi represents and warrants to Client that: (a) Cityfi is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, with full corporate power and authority to carry on its business; (b) this Agreement is a legal, valid and binding obligation of Cityfi enforceable against it in accordance with the terms described herein; (c) this Agreement and the performance by Cityfi of its obligations shall not conflict with any agreement, obligation or commitment of Cityfi, except where such violations, breaches or defaults that would not have a material adverse effect on the ability of Cityfi to execute, deliver or perform this Agreement or provide the Services; (d) the Services shall be performed in a good workmanlike manner consistent with industry practice; and (e) Cityfi shall comply with all applicable law in connection with the performance of the Services and the operation of its business, except where such non-compliance would not have a material adverse effect on the performance of the Services or the operation of its business, taken as a whole. Client represents and warrants to Cityfi that: (i) Client is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, with full corporate power and authority to carry on its business, (ii) this Agreement is a legal, valid and binding obligation of Client enforceable against it in accordance with the terms described herein, (iii) this Agreement and the performance by Client of its obligations shall not conflict with any agreement, obligation or commitment of Client, except where such violations, breaches or defaults that would not have a material adverse effect on the

ability of Client to execute, deliver or perform this Agreement, and (iv) Client shall comply with all applicable law in connection with the Services and in connection with the performance of its obligations hereunder. If Client can reasonably demonstrate to Cityfi in writing that the Services were not performed in good faith and in a professional manner, Cityfi, at its sole option, will make good such defect at no charge, or re-perform such Services, or issue a credit for a pro-rata portion of the fees for such affected Services, as appropriate. This section does not limit payment obligation under this Agreement.

**8. LIMITED LIABILITY.** SUBJECT TO THE INDEMNIFICATION OBLIGATIONS HEREUNDER, TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, NEITHER CITYFI NOR CLIENT SHALL HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES OF ANY KIND (INCLUDING LOST PROFITS) WHETHER SUCH CLAIM OR ACTION IS BASED IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, WHICH IN ANY MANNER, DIRECTLY OR INDIRECTLY, ARISES OUT OF OR RELATES TO OR IS IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, CITYFI SHALL NOT HAVE ANY LIABILITY TO CLIENT OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY LOSSES, LIABILITIES, OBLIGATIONS, CLAIMS, DEMANDS, ACTIONS, SUITS, COSTS AND EXPENSES, DAMAGES, JUDGMENTS OR AWARDS OF ANY KIND OR NATURE (COLLECTIVELY, “LOSSES”) SUSTAINED BY, INCURRED BY OR ASSESSED OR ASSERTED AGAINST OR IMPOSED UPON CLIENT OR ANY OTHER PERSON AND IF, FOR ANY REASON, THE FOREGOING LIMITATION IS FOUND TO BE INVALID OR UNENFORCEABLE, CLIENT AND EACH OTHER PERSON AGREES THAT THE SOLE AND TOTAL LIABILITY OF CITYFI SHALL BE LIMITED, IN THE AGGREGATE, TO THE NET AMOUNT RECEIVED BY CITYFI FROM CLIENT FOR THE SERVICES PROVIDED BY CITYFI DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY BEFORE THE DATE OF THE EVENT GIVING RISE TO THE APPLICABLE LOSSES. THE PARTIES EACH FURTHER AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS FAIR AND REASONABLE UNDER THE CIRCUMSTANCES AND IN CONSIDERATION FOR THE SERVICES PROVIDED HEREUNDER. NOTWITHSTANDING THE FOREGOING, THE AFOREMENTIONED LIMITATION SHALL NOT APPLY WITH RESPECT TO ANY ACTS BY EITHER PARTY WHICH CONSTITUTE WILLFUL MISCONDUCT OR [GROSS] NEGLIGENCE AS DETERMINED BY A COURT OF COMPETENT JURISDICTION IN A FINAL, NON-APPEALABLE ORDER.

**9. Mutual Indemnification.** Subject to the “LIMITED LIABILITY” section above, (a) Client agrees to indemnify, hold harmless and defend Cityfi and its respective officers, directors, equityholders, employees, agents, sub-contractors, representatives, successors and assigns (collectively, the “Company Indemnified Persons”), for any and all Losses, including but not limited to interest, penalties, reasonable attorneys’ fees and all amounts paid in investigation, defense or settlement of any of the foregoing (collectively, the “Legal Costs”), which any Company Indemnified Person may suffer in connection with or in any way relating to: (i) any breach or violation of any term, condition, obligation, duty, representation, warranty or covenant of Client set forth in this Agreement, (ii) any failure to comply with applicable laws, (iii) any breach of the confidentiality obligations set forth in this Agreement, and (v) the performance or the rendering of any services contemplated under this Agreement (each a “Company Claim”); provided, however, that Cityfi shall not be entitled to indemnification hereunder with respect to any Cityfi Claim that arises solely from Cityfi’s gross negligence or willful misconduct hereunder as determined by a court of competent jurisdiction in a final non-appealable order, and (b) Cityfi agrees to indemnify, hold harmless and defend Client and its respective officers, directors, partners, equityholders, employees, agents, sub-contractors, representatives, successors and assigns (collectively, the “Client Indemnified Persons”), for any and all Losses and Legal Costs, which any Client Indemnified Person may suffer in connection with or in any way relating to: (i) any breach or violation of any term, condition, obligation, duty, representation, warranty or covenant of Cityfi set forth in this Agreement, and (ii) Cityfi’s infringement of the intellectual property rights of a third party (each a “Client Claim”); provided, however, that Client shall not be entitled to

indemnification hereunder with respect to any Client Claim that arises solely from Client's gross negligence or willful misconduct hereunder as determined by a court of competent jurisdiction in a final non-appealable order or if any Client Claims arises out of or result from (1) Client's use of any Deliverables in a manner inconsistent with the terms of this Agreement, (2) Cityfi's inclusion in the Deliverables of materials provided by Client or Client's representatives, or (3) Cityfi's compliance with Client's instructions. If any third party notifies any party hereunder (the "Indemnified Party") with respect to any Company Claim or Client Claim, as the case may be (each, a "Third-Party Claim") that gives rise to a claim for indemnification hereunder (the "Indemnifying Party"), then the Indemnified Party shall promptly notify the Indemnifying Party in writing and the Indemnifying Party has the right to assume the defense of such claim with counsel of its choice reasonably satisfactory to the Indemnified Party at any time within thirty (30) days after the Indemnified Party has given notice of such claim. The Indemnifying Party must actively and diligently conduct the defense of the Third-Party Claim. The Indemnified Party may retain separate co-counsel at its sole cost and participate in the defense of the Third-Party Claim. If the Indemnifying Party has assumed and is conducting the defense of the Third-Party Claim in accordance with the provisions hereof, the Indemnifying Party will not consent to the entry of any judgment or any settlement without the written consent of the Indemnified Party, not to be unreasonably withheld. If the Indemnifying Party does not assume and conduct the defense, the Indemnified Party may defend the claim in any manner it deems appropriate and the Indemnifying Party will be responsible for any Losses and Legal Costs of the Indemnified Party hereunder.

**10. Disclaimer of Implied Warranties.** Unless expressly stated in this Agreement, Cityfi makes no representations or warranties, written or oral or express or implied, Cityfi specifically disclaims all implied warranties, including but not limited to any implied warranties of fitness for a particular purpose, workmanlike quality or merchantability. Except as otherwise provided in this Agreement, any written materials created or provided by Cityfi whether delivered or disseminated before or after the date of this Agreement, shall not create any express or implied warranties, guaranty of performance, or contractual obligations.

**11. Force Majeure.** If a Force Majeure Event prevents, delays or interferes with the performance of this Agreement or any obligation (other than payment obligations), the party claiming the Force Majeure Event (the "Claiming Party") is excused on a day-by-day basis to the extent of the interference, but only if the: (a) Force Majeure Event is beyond the reasonable control of the Claiming Party and without its fault or negligence; (b) Claiming Party notifies the other party as soon as practicable of the nature and expected duration of the claimed Force Majeure Event; and (c) Force Majeure Event could not have been avoided by reasonable precautions or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means. As used herein, "Force Majeure Event" means the occurrence of a fire, flood, earthquake, hurricane, riot, civil disorder, terrorist act, rebellion or revolution, government embargo, government ordered quarantine or shut down, reasonable determination by Cityfi that for health and safety reasons a Live Commitment is not feasible as planned, or other catastrophic event beyond the reasonable control of a Party that makes performing its obligations under this Agreement or an Order Form impossible.

**12. Non-Solicitation and Non-Interference.** Client acknowledges and agrees that Cityfi has spent considerable time and has made a significant investment in the hiring, training and supervising its employees and in acquiring its clients and in consideration and recognition of the nature of this Agreement, during its term and for a period of one (1) year after the termination hereof for any reason, Client shall not, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity: (a) approach, solicit, aid or induce any employee, independent contractor, agent or subcontractor of Cityfi (each a "Restricted Employee") to leave such employment or retention or to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with Cityfi or hire or retain any such Restricted Employee or take any action to materially assist or aid any other person, firm, corporation or other entity in identifying, hiring or soliciting any such Restricted Employee, or (b) solicit, induce or encourage any client of Cityfi to modify or terminate any relationship, whether or not evidenced by a written contract, with Cityfi. The term "employee" when used in this section shall include employees and consultants providing services to a party. The parties agree

that the restrictions set forth in this section are fair and reasonable and are in addition to and not in substitution for any similar restrictions in any other agreements between the parties. With respect to any breach or violation of this section, because the actual damages which would result from a breach of this provision are uncertain and would be extremely difficult to calculate, Client agrees to pay Cityfi as liquidated damages (and not as a penalty) an amount equal to one hundred percent (100%) of all amounts paid to the Restricted Employee for the last twelve (12) months or if the Restricted Employee has not been employed for twelve (12) months, then an amount annualized to equal twelve (12) months of such amounts.

**13. No Third Party Reliance.** Nothing contained in this Agreement shall be construed, or is intended to give any rights or benefits to any person or entity, other than to the Client, Cityfi, Cityfi Indemnified Persons and the Client Indemnified Persons. All duties and responsibilities set forth and/or undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client, Cityfi, Cityfi Indemnified Persons and the Client Indemnified Persons and for no other person or entity.

**14. Marketing.** Company agrees that Cityfi may use its company name and logo as a reference for marketing or promotional purposes on the Cityfi website and in other public or private communications, subject to Company's standard trademark usage guidelines as provided to Cityfi. [Cityfi will secure Client's prior approval for use of its name and logo in press releases, white papers, marketing content and other materials beyond its existing website and company background information]. Company further agrees to work with Cityfi if Cityfi wishes to develop a case study based on the Company's experience with Cityfi.

**15. Taxes.** All fees pursuant to this Agreement do not include any sales, VAT, country specific withholding taxes applicable to foreign suppliers or any other use taxes on the Services ("collectively, "Taxes"), regardless if such Taxes are included on an invoice or required by law to be included in the fees. If Cityfi has a legal obligation to pay or collect Taxes for which Client is responsible, Taxes will be invoiced to and paid by Client, unless a valid tax exemption certificate authorized by the appropriate taxing authority is provided annually. Client shall indemnify, defend and hold Cityfi harmless from all claims, liability and expense arising out of Client's failure to pay any such Taxes. Cityfi is solely responsible for taxes assessed based on Cityfi's income, property and employees.

**16. General Provisions.** All prior understandings and agreements, oral or written, between the parties in connection with the subject matter of this Agreement are merged into this Agreement, which fully and completely express this Agreement between the parties. Any terms contained in any document which has been or may in the future be supplied by Client which are in addition to, different from, or inconsistent with the terms hereof are null and void unless mutually agreed to in writing, whether such terms are set forth in Client's terms, invoices, acknowledgments or otherwise. Neither this Agreement nor any of the covenants, terms or conditions of this Agreement shall be waived, modified, or abandoned, except by a written instrument, duly signed, acknowledged and delivered by the party against which such waiver, modification or abandonment is being asserted. No terms, provisions or conditions or any ambiguity of this Agreement shall be construed against Cityfi because it drafted this Agreement. This Agreement has been and are made solely for the benefit of Client, Cityfi, the parties indemnified hereunder, and their respective successors and assigns. Nothing herein shall be construed so as to constitute a party, a partner, joint venturer, agent or representative of the other party for any purpose whatsoever. If any provision of this Agreement shall be declared invalid or unenforceable, such provisions shall be enforced to the maximum extent possible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. The delay, default or failure of either party to enforce or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to be a present or future waiver or affect the ability of either party to enforce any such provision thereafter. The rights and obligations of Client under this Agreement may not be assigned without the prior written consent of Cityfi, provided Cityfi may assign this Agreement to any affiliate or in connection with a change of control, or sale or other disposition of substantially all the assets of any of Cityfi's business. Any notices or other communications required or permitted hereunder shall be in writing and delivered to a party personally, by e-mail (provided that a copy of such notice is

also sent on the same date by overnight mail), or by overnight mail, addressed to such party as provided below. Each party may specify a different address by delivering notice as aforesaid to the other party. This Agreement may be executed in counterparts and each of such counterparts will for all purposes be deemed to be an original, and such counterparts will together constitute one and the same instrument. This Agreement and any other documents to be executed in connection herewith, and any amendments hereto or thereto, to the extent signed and delivered by means of electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or PDF email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. Once agreed, the Statement of Work becomes a part of and subject to this Agreement. If Client desires to have Cityfi provide additional services, Cityfi shall issue an additional statement of work, which, once agreed upon, shall be deemed a "Statement of Work" hereunder. Unless otherwise agreed in writing, the terms of this Agreement will also apply to any additional matters Cityfi agrees to handle on behalf of Client. The provisions contained in this Agreement that by their sense and context are intended to survive the expiration or termination of this Agreement will survive such cancellation and termination.

**17. Choice of Law.** This Agreement is made in and shall be interpreted and governed in all respects in accordance with the laws of the District of Columbia without giving effect to any choice of law or conflict of law rules or provisions. If either party institutes a suit against the other party to enforce or declare any of its rights under this Agreement pursuant to this section, the Prevailing Party in such action shall be entitled to recover from the other party all Legal Costs thereof. As used herein, the term "Prevailing Party" means that party whose position is substantially upheld in a final judgment rendered in any litigation, or, if the final judgment is appealed, that party whose position is substantially upheld by the decision of the final appellate body that considers the appeal.

**18. JURY WAIVER.** EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY DISPUTES ARISING OUT OF OR RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES HEREUNDER.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have entered into this Master Client Agreement for Services as of the day and year set forth below.

**EFFECTIVE DATE:** \_\_\_\_\_

**CLIENT:**

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date Signed

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Notice Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**CITYFI LLC**

By: \_\_\_\_\_  
Name: Karina Ricks  
Title: Partner

2/7/2024  
\_\_\_\_\_  
Date Signed

Notice Address: 1100 H Street NW, Suite 840-101F, Washington, DC 20005

**IMPORTANT: We respectfully require a signed contract on file before any work can commence.**

**Please sign and return this Master Client Agreement for Services in its entirety in PDF format to Karina Ricks via e-mail at karina@cityfi.co.**

**Upon receipt, we will countersign the Master Client Agreement for Services and return a copy back to you for your records. Thank you.**



## EXHIBIT A

### STATEMENT OF WORK

#### 1. COLLABORATIVE SHARED LEARNING

Cityfi will provide facilitation services for the Open Mobility Foundation in its management of the nine-city SMART Collaborative.

Cityfi will provide in-person and remote facilitation, leadership, support, and continuity, to align values and provide guidance for practical execution with experience in public and private sectors, and relationships throughout the industry. Anticipated shared learning opportunities include:

- Regular communications to share learnings, challenges, and progress
- Planning and facilitation of monthly Collaborative calls
- Planning and facilitation of two Collaborative in-person convenings
- Planning and facilitation of programming for Collaborative surrounding July 2024 USDOT SMART Grant recipient convening
- Inviting and recruiting academic and industry resources to join monthly Collaborative calls, webinars, and activities

Cityfi, in collaboration with the Open Mobility Foundation and with input from Collaborative cities, will prepare advance agendas, post event summaries and supporting materials for each collaborative call and event.

Cityfi will document shared learnings and disseminate to Collaborative cities. Cityfi will produce quarterly summary reports to be shared with Collaborative cities and partners. If US DOT leadership desires, summary reports will also be shared with them as an opportunity to provide continued input into the value and outcomes associated with a collaborative approach.

Cityfi will document and share information and solutions between Collaborative cities to facilitate and accelerate implementation of the Phase I concept.

#### **Deliverables**

- Monthly Collaborative meeting agendas, presentation materials, and summaries
- In-person convening agendas, presentation materials, and notes
- Up to 6 topical summary memos (2-4 pages) of shared learnings
- Quarterly status reports (maximum 6 pages each)

#### 2. EXTERNAL COMMUNICATIONS

Cityfi will produce several public-facing materials to share Collaborative work and learnings. These deliverables will be produced in consultation with OMF staff.

#### **Deliverables**

- Mid-grant summary report, including obstacles, learnings, and solutions.

- End-of-grant summary report, including obstacles, learnings, solutions, and steps for scalability and replication.
- 4 topical summaries (approx 4 pages per summary) of best practices in CDS application, use and/or deployment gleaned from the Collaborative

### **3. PHASE II GRANT APPLICATION SUPPORT**

Cityfi will provide advisory support to Collaborative cities as they prepare Phase II grant applications. Support will include assistance with grant submission framing and component elements, including articulating the continued value of the Collaborative model through Phase II for both the cities, USDOT and public. Cityfi will provide a suggested work plan for timely compilation, review and completion of Phase II grant application. Cityfi will provide strategic guidance and project management throughout the grant submission preparation process. It is anticipated that each city will independently author the grant submission itself.

#### **Deliverables**

- Common grant submission outline responsive to all required grant elements
- Common templates for grant submission component elements (e.g. budget, staffing, value of continued Collaborative)
- Up to two virtual meetings with the nine-member Collaborative to discuss grant requirements, timeline, and provide advisory support.
- Up to two individual check-ins per city

### **4. COLLABORATIVE MANAGEMENT**

As a consultant for the OMF, Cityfi will assist in managing the Collaborative as a key member of the SMART Collaborative management team. Cityfi's work and deliverables will be overseen by the SMART Collaborative Program Manager.

Management activities include:

- Attending weekly Collaborative management meetings with OMF staff and other partners
- Regularly update Collaborative programming schedules alongside OMF staff
- Communicate with OMF staff regularly to make changes to the SMART Collaborative program plan
- Ensure regular, two-way communication with OMF staff in developing agendas, setting programming and communicating regular feedback on SMART projects

#### Travel

Travel and related expenses are included in the total contract amount. The Client will not reimburse for additional travel expenses unless mutually agreed upon by both parties in writing.

### Billing

The Client will pay Cityfi for services contained in the Scope of Work for a fixed fee of \$250,000. The fee will be delivered as a monthly retainer with an initial \$25,000 mobilization fee upon contract signing and \$15,000 per month fee thereafter for the 15-month performance period.

The contact will run through April 2025.

All invoices will be paid by electronic transfer or wire to Cityfi account within 30 days of invoice unless otherwise provided for in writing by the Client. Cityfi bank information will be provided upon execution of this Agreement.