



MUTUAL SUBCONTRACTOR AGREEMENT

RSM US LLP

THIS MUTUAL SUBCONTRACTOR AGREEMENT (“Agreement”) is made and entered into this 10 day of January, 2018 by and between RSM US LLP (“RSM”), an Iowa limited liability partnership with its principal offices located at One South Wacker Drive, Suite 800, Chicago, IL 60606 and PMI Advisors, LLC, with an office located at 801 NW 4th Ave. Delray Beach, FL 33444 (“PMI”). In this Agreement, RSM and PMI are individually referred to as a “party” and collectively as the “parties.”

Either of the parties hereto may enter into a written contract (the “Prime Contract”) with a principal client (“Client”) pursuant to which such party has agreed to perform the services described in the Prime Contract. From time to time, either of the parties may wish to engage the services of the other party hereto to provide certain of those services with regard to such Prime Contract. This Agreement defines the terms and conditions on which either party shall engage with the other in connection with such services. In consideration of the mutual covenants herein set forth, the parties hereby agree to the following terms and conditions:

1. SERVICES

This Agreement is intended to cover the provision of various accounting, financial, risk advisory or other consulting services (the “Services”) by one party to the other and as more fully described in a written statement of work (“Statement of Work”) agreed to and signed by both parties, the form of which shall substantially conform to that set forth in Exhibit A attached hereto. Each separately executed Statement of Work will: (i) incorporate this Agreement by reference; (ii) identify the applicable Client, the party serving as the prime contractor (“Company”) and the party serving as the subcontractor (“Contractor”); (iii) provide a description of the Services to be performed by the Company; (iv) compensation for such Services; and, (v) and any other terms necessary to define each party’s obligations. The Company agrees to perform the Services listed in such Statement of Work, as such may be amended from time to time by the parties in accordance with the terms set forth in this Agreement.

2. COMPENSATION

- A. Company will pay Contractor for the Services according to the compensation schedule set forth in the Statement of Work.
- B. All compensation due Contractor will be paid within thirty (30) days of delivery of an invoice to Company from Contractor for all Services rendered. All such invoices shall identify the Company Client and shall describe the nature of work done in sufficient detail as Company may reasonably require. Company agrees that if it fails to pay any undisputed fees within sixty (60) days of their due date, Contractor shall have the right to charge (and Company shall be obligated to pay) a late payment fee of one and one half percent (1.5%) per month or the maximum percentage allowable by law, if less. Further, in the event that Company fails to pay any undisputed fees within sixty (60) days of their due date, Contractor shall have the right to suspend its Services until such time as Company pays its fees and any associated late payment fees in full. The foregoing does not limit Contractor from pursuing any other rights available at law or in equity and is in addition to, not in lieu of, Contractor’s termination rights hereunder and/or under an applicable Statement of Work. In the event that Company, in good faith, believes that the fees invoiced are incorrect, Company must notify Contractor in writing (including a detailed description of the basis for Company’s contention that the fees are incorrect and any applicable supporting documentation) of such error within ten (10) business days after Company receives the applicable invoice. If Company and Contractor cannot resolve such dispute within ten (10) days thereafter, the dispute shall be escalated to the senior management of each respective party, which shall make good faith efforts to resolve such dispute

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expeditiously. If it is determined that Company owes all or part of any amount subject to dispute, Company shall remit such amount to Contractor within five (5) days of such determination.

- C. Contractor agrees to be responsible for all expenses Contractor incurs in connection with this Agreement. Such expenses include, but are not limited to, accounting fees, legal fees, advertising, office expenses, telephone, vehicles, mileage, travel, entertainment, and any other business expenses of Contractor in the performance of this Agreement. Notwithstanding the foregoing, Company will reimburse Contractor for actual and reasonable pre-approved travel expenses (to include airfare, ground transportation, parking, meals, and lodging) incurred in providing Services to the Client if the Client is located more than 100 miles from Contractor's normal work location in accordance with the travel expense reimbursement policy attached hereto as Exhibit B.
- D. Notwithstanding the above, if the Client does not pay Company for Contractor's Services due to Contractor's failure to provide satisfactory Services, then Company will have no obligation to pay Contractor for such Services.
- E. Notwithstanding the above, Contractor acknowledges and understands that Company may not receive payment from the Client under the Prime Contract. In the event the Client does not pay Company under the Prime Contract, Company shall have no obligation to pay Contractor for Services rendered or expenses incurred in connection with this Agreement.
- F. Contractor acknowledges that Company may re-bill its Client for the Services in accordance with the Prime Contract, and, to the extent allowable under the terms of such Prime Contract, that such re-billing may be in amounts different from the amounts billed hereunder.

3. RELATIONSHIP OF THE PARTIES

The parties intend Contractor to serve solely under this Agreement as an independent contractor and not as an employee, agent, partner, or joint venturer of Company. No other relationship is intended to be created between the parties. Contractor will have no power or authority to bind Company or assume or create any obligation or responsibility on Company's part or in Company's name, and will not represent to any third party that Contractor has such power or authority.

4. NO DEDUCTION OF TAXES; NO BENEFITS

Contractor recognizes that all amounts received from Company are income to Contractor and Contractor is solely responsible for declaration of those amounts to the Internal Revenue Service and any other applicable taxing authorities. Contractor (and its employees) shall not be eligible to participate in any benefit programs that Company maintains for its employees.

5. USE OF COMPANY FACILITIES AND EQUIPMENT

Contractor will supply at its sole expense all equipment, tools, and supplies to accomplish the Services. In the event Contractor wishes to use some of the facilities or equipment of Company in carrying out its Services hereunder, Company may at its option make such facilities or equipment reasonably available to Contractor for its use, only in connection with such Services. In the event Contractor uses Company's information systems in performing the Services, Contractor will comply with Company's Information Security Standards for Contractors attached hereto as Exhibit C as the same may be updated by Company from time to time.

6. INSURANCE

During the term of this Agreement, Contractor shall maintain workers compensation insurance in the amount required by statute, comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000), business auto liability insurance with coverage of at least one million dollars (\$1,000,000) and professional errors and omissions insurance with coverage of at least one million dollars (\$1,000,000) in connection with the provision of Services by Contractor pursuant to the terms of this Agreement. Contractor's commercial general liability policy and business auto liability policy each shall designate Company, its affiliates, partners, principals, directors, officers, and employees as additional insureds. In addition, all of the insurance policies required to be obtained under this Section 6 must be with carriers rated no less than "A- VII" by AM Best or an equivalent rating agency. Before commencing performance of any Services, and any time thereafter upon request, Contractor will provide to Company certificates of insurance evidencing the above coverage. Contractor will provide Company with prompt written notice of any cancellation or non-renewal in any insurance coverage required to be carried by Contractor under this Section 6 where such cancellation or non-renewal does not result in equal or greater coverage.

7. WORKING PAPERS / DELIVERABLES / RELIANCE

Contractor agrees to communicate to Company, and to assign to Company all of its right, title, and interest in and to, all inventions, developments, designs, software programs, discoveries, improvements, materials, information, and other forms of work (collectively, "Deliverables"), and any modifications or enhancements thereto, made or conceived by Contractor, either alone or with others, where the Deliverables result from any work performed by Contractor for Company, it being understood that all of its right, title, and interest in and to the same shall be regarded as made and held by Contractor in a fiduciary capacity and solely for the benefit of Company, shall not be disclosed to others without Company's written consent, and shall be the sole and exclusive property of Company.

At the direction of Company, either during or after the term of this Agreement, Contractor shall: (i) execute any and all documents which Company may deem necessary to assign or convey to it, its successors, or assigns, the sole and exclusive right, title, and interest in and to the Deliverables and to any issued or applied-for patents, trade secrets, trademarks, and copyrightable subject matter or proprietary information (collectively, the "Intellectual Property Rights") which Contractor has made or conceived, or may make or conceive, either alone or with others, while providing Services to Company, or with the use of the time, material, or facilities of Company; (ii) assist Company and its agents in preparing applications for Intellectual Property Rights; and (iii) generally give all information and testimony, sign all papers, and do all other things which may be requested by Company so that Company may obtain, extend, reissue, maintain, and enforce its right, title, and interest in and to the Deliverables and Intellectual Property Rights, all at Company's expense but without any additional compensation to Contractor.

Contractor agrees that to the extent any Deliverable qualifies as a "work made for hire" as defined under 17 U.S.C. §101 (1976), as amended, such Deliverable shall constitute a "work made for hire" and, as such, shall be the sole and exclusive property of Company.

Notwithstanding any other provisions set forth herein, Contractor reserves all rights in and to all proprietary works of authorship created, developed or purchased by Contractor or any third party under contract to Contractor that have not been created specifically for Company or Client and/or have general applicability to Contractor's business, whether they were created prior to or during the term of this Agreement, including without limitation, methodologies, templates and documentation, as well as copyrights, trademarks, service

marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof (collectively, "Contractor Information"). To the extent that Contractor incorporates any Contractor Information into the Deliverables upon payment in full for the Services and Deliverables under the applicable Statement of Work, Contractor hereby grants to Company and its Client a nonexclusive, nontransferable license to use such Contractor Information solely for internal purposes and solely in connection with Company's or its Client's use of the Deliverables in accordance with any limitations set forth in the applicable Statement of Work. Company may not reuse, resell or disclose the Contractor Information to any third parties. Further, Company is expressly prohibited from disaggregating the Contractor Information from the Deliverables.

The Deliverables are provided in confidence to Company and on the condition that Company: (i) will not disclose the Deliverables or any portion thereof (including, without limitation, any conclusions as to value, the identity of Contractor or any individuals signing or associated with the Deliverables, or the professional associations or organizations with which they are affiliated) to any third party (other than Company's Client) for any reason whatsoever without the prior written consent and approval of Contractor, except to the extent specifically contemplated by the applicable Statement of Work; and, (ii) will notify Contractor about any transaction not previously disclosed to Contractor before the Deliverables are given to a third party. Unless specified in the applicable Statement of Work, the Deliverables cannot be included or referred to in any prospectus, offering memorandum, loan agreement, or any registration statement such as Securities and Exchange Commission filings or other public documents without the prior written consent and approval of Contractor.

8. TERM AND TERMINATION OF AGREEMENT

- A. The term of this Agreement shall be for a period of one (1) year commencing on the date hereof and will continue for consecutive one (1) year periods thereafter unless and until terminated as set forth herein.
- B. Either party may terminate this Agreement at its convenience and without any breach by Contractor upon thirty (30) days advance written notice to the other party without liability to the other party other than to pay amounts due. Except as otherwise set forth herein, a termination shall not apply to any project then in existence. If a Statement of Work contains a longer notice period for termination without cause than that set forth herein, then the notice period in the applicable Statement of Work will govern.
- C. In addition, either party may terminate this Agreement upon ten (10) days advance written notice to the other in the event the other party breaches a material term of this Agreement and fails to cure such breach within such ten (10) day period or such other period as the parties may agree. Company may also terminate this Agreement immediately upon written notice in its sole discretion upon Contractor's breach of Section 9.
- D. Upon expiration or sooner termination of this Agreement, Contractor shall return to Company, within five (5) days after expiration or termination, all of the Company's and its clients' (including the Client's) computer equipment and software (and all copies thereof), computer printouts, computer disks, office keys, security cards, customer lists, supplier lists, work papers, files, records, and documentation prepared by Company and/or its clients (including the Client) and obtained by Contractor in connection with Contractor's performance under this Agreement, and any other property of the Company and/or its clients (including the Client) held by Contractor or under Contractor's control.
- E. Within thirty (30) days after expiration or sooner termination of this Agreement, both parties agree to pay in full any amounts owed to each other for Services actually performed and Deliverables or portions

thereof delivered (in each case, even if such Services or Deliverables are incomplete) as of the effective date of such expiration or termination.

9. CONFIDENTIAL INFORMATION

Contractor agrees to hold all Confidential Information (as hereinafter defined) disclosed to or otherwise obtained by Contractor in connection with this Agreement in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to any person or entity and not to use any Confidential Information for any purpose whatsoever other than is required in the performance of Contractor's duties under this Agreement.

Contractor shall take all reasonable precautions to prevent disclosure of the Confidential Information to unauthorized persons or entities. Contractor agrees to notify Company promptly and in writing of any circumstances of which Contractor has knowledge relating to any possession, use, or knowledge of any portion of the Confidential Information by any unauthorized person.

"Confidential Information" means any information, technical data, or know-how (including, but not limited to, information relating to research, products, software, services, development, inventions, processes, engineering, marketing, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees, and business opportunities) concerning Company or the Client disclosed or made available by the Company and/or the Client to Contractor either directly or indirectly in any form whatsoever (including, but not limited to, in writing, in machine readable or other tangible form, orally or visually): (i) that has been marked as confidential; (ii) whose confidential nature has been made known by Company and/or the Client, orally or in writing, to Contractor; or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

Confidential Information does not include information, technical data, or know-how which: (i) is in Contractor's possession at the time of disclosure as shown by Contractor's files and records immediately prior to the time of disclosure; (ii) is or becomes known to the public through no fault or breach of this Agreement by Contractor; (iii) is approved for release by written authorization of Company; or (iv) is disclosed to Contractor by a third party not in violation of any obligation of confidentiality.

To the extent that either party receives access to Personal Information (as defined below) whether of the other party or the other party's Client, it shall undertake to adhere to all applicable privacy and data security laws when dealing with such information. Without limiting the foregoing, if Personal Information is transmitted or made accessible to Contractor, Contractor will undertake reasonable safeguards consistent with industry standards and regulatory requirements to maintain the security and confidentiality of such information. In the event of an unauthorized disclosure, acquisition, or use of Personal Information transmitted to or accessed by Contractor, unless otherwise agreed in writing, Contractor assumes full responsibility for any required notification pursuant to any rule of law. The term "Personal Information" includes, but is not limited to, social security numbers, driver's license numbers or state-issued identification card numbers, and credit or debit card numbers, with or without any required security code, access code, or personal identification number or password, that would permit access to an individual's financial account.

Notwithstanding anything in this Section 9 to the contrary, Contractor may disclose the Confidential Information to the extent required by applicable law, regulation, or a valid order by a court or other governmental body; provided, however, that Contractor will, unless prohibited by law, regulation, or such order, use its best efforts to notify Company in writing of such requirement prior to making such disclosure and to cooperate with Company so that Company may seek an appropriate protective order or waive

compliance by Contractor with the provisions of this Section 9, or both. If, absent the entry of a protective order or receipt of a waiver, Contractor is, in the opinion of its legal counsel, legally compelled to disclose such Confidential Information, Contractor may disclose such Confidential Information to the person and to the extent required without liability under this Section 9, provided that Contractor uses its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

Upon expiration or termination of this Agreement, Contractor shall promptly surrender to Company or destroy, without retaining copies, all tangible things which are or contain Confidential Information. Upon request, Contractor will certify in writing Contractor's compliance with the foregoing requirement. Contractor, however, shall maintain a copy of any Confidential Information necessary to support its work product under this Agreement for reference and archive purposes and in accordance with applicable professional standards. With respect to Confidential Information communicated through email or which has been scanned or otherwise stored electronically by Contractor, Contractor will make commercially reasonable efforts to delete such information from its active storage medium. Notwithstanding the preceding, the parties acknowledge that, in the case of Confidential Information communicated through email or which has been scanned or otherwise stored electronically by Contractor, Contractor's deletion of (i) email messages from individual mailboxes or (ii) documents from network or individual hard drives will not result in the removal of all copies of such information from Contractor's back-up or archival systems. Any Confidential Information retained will remain subject to the confidentiality obligations of this Agreement, will be maintained in a secure environment, and will be destroyed in accordance with Contractor's record retention policies. Neither Contractor's retention of archival copies, nor failure to remove copies from its back-up or archival systems will be deemed a breach of this Agreement.

Neither party shall, without the prior written consent of the other party, use the other party's name in any advertising or promotional literature or publish any articles relating to the other party, this Agreement, or the Services and shall not otherwise refer to the retention of Contractor to render the Services hereunder.

Except as provided in Section 7 herein, neither party grants a license, by implication or otherwise, under any of its copyrights, patents, trade secrets, trademarks or trade name rights, as a result of the disclosure of any information to the other party under this Agreement.

10. NON-EXCLUSIVITY

During the term of this Agreement, both parties may engage the services of any other individual or company that competes with the other party or offers services similar to those offered by the other party, and any such engagement shall not be considered a breach of this Agreement.

11. NON-COMPETE/NON-SOLICITATION

- A. During the term of this Agreement and for a period of one (1) year after its expiration or termination, Contractor hereby agrees not to directly or indirectly solicit or attempt to solicit, divert, or attempt to divert, take away or attempt to take away, or accept any business from the Client or any other client or identified prospective client of Company, or render any services or sell any products to the Client or any other client or identified prospective client of Company, or pursuant to any referrals therefrom, unless such services or products are not available through Company, whether Contractor does so on Contractor's own behalf or benefit, or on behalf or for the benefit of another (in whatever capacity, including but not limited to as an officer, employee, independent contractor, or agent).
- B. During the prohibited time period described in Section 11A above, Contractor may inadvertently solicit or accept business which is prohibited by Section 11A above from a client (other than the Client) or

prospective client of Company (because Contractor had no knowledge of the client's relationship with Company). In such event, Company agrees not to enforce the provisions of Section 13A of this Agreement provided that Contractor ceases such prohibited solicitation or work immediately upon oral or written notification by Company of the client's relationship with Company.

- C. During the term of this Agreement and for a period of one (1) year after its expiration or termination, both parties further agree not to employ, or solicit for employment with itself or any other business association, any employee or independent contractor of the other party who was involved in a Statement of Work to which this Agreement relates. For the avoidance of doubt, the foregoing does not prohibit a party from employing individuals who were not involved in said Statement of Work and who apply for positions in response to internal postings, employment advertisements, or other general solicitations of employment, whether such applications are during the term of this Agreement or thereafter.
- D. Company and Contractor agree that the above restrictions will not prevent Contractor from working and plying its trade in its industry. The above restrictions only prevent Contractor from appropriating the Client and any other clients or prospective clients of Company and any employees or independent contractors of the parties. Both Company and Contractor agree that these restrictions are fair and reasonable.

12. ASSIST IN DEFENSE OF CLAIMS

During and after the term of this Agreement, Contractor agrees to assist Company in connection with the defense of any claims involving the Client and/or its partners, principals, officers, employees, or agents.

13. REMEDIES FOR BREACH OF AGREEMENT

- A. In the event that Contractor violates the terms of any part of this Agreement, Company shall have the right, in addition to any other remedies available to Company, to apply to any court of competent jurisdiction for an injunction restraining Contractor from further violation. Contractor further agrees to pay on demand to Company as liquidated damages for any violation of Section 11A of this Agreement, the higher of: (1) the sum equivalent to billings by Company in the preceding two (2) years to the Client or other client(s) for whom any services or products were provided or solicited; (2) if the Client or other client(s) have not been a client for two (2) years, then an amount projected to be equal to two (2) years' billings by Company; or (3) the actual billings to the Client and any other client(s) or identified prospective client(s) by Contractor after violating this Agreement.
- B. In the event either party breaches Section 11C of this Agreement, the breaching party agrees to pay to the aggrieved party within thirty (30) days after demand fifty percent (50%) of the annualized gross compensation earned by the displaced employee or independent contractor from the aggrieved party at the time of employment or contract termination, as the case may be.
- C. Contractor agrees that, in addition to any other remedies available to Company, Company may set-off any fees owed to Contractor pursuant to this Agreement against any amounts owing by Contractor to Company.

14. INDEMNIFICATION

Each party (the "Indemnifying Party") hereby agrees to indemnify, defend, and hold harmless the other party, its affiliates, and their respective partners, principals, officers, directors, employees, and agents (each

of the foregoing being hereinafter referred to individually as an "Indemnified Party") from and against any and all liabilities, losses, expenses (including reasonable attorneys' fees and legal expenses related to such defense), fines, penalties, taxes, or damages (collectively "Liabilities") arising out of or relating to any:

- A. personal injury, death, or property damage to the extent caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents, or contractors;
- B. claim asserted by the Client against any Indemnified Party to the extent such Liabilities arise out of or result from the negligent or willful acts or omissions by the Indemnifying Party during the performance of its Services or a breach or default of any term or provision of this Agreement;
- C. claim that the Services and/or Deliverables, or any portion thereof, infringe upon or violate any patent, copyright, trade secret, contractual, or any other proprietary right of any third party; and
- D. claim asserted by any third party (including any employee or contractor of the parties) against any Indemnified Party in connection with the calculation and payment by the Indemnifying Party, on behalf of its employees or contractors, of any wages, salaries, compensation, taxes, withholdings, and other statutory or contractual obligations of any sort.

The Indemnified Party shall promptly notify the Indemnifying Party of any third party claim subject to indemnification hereunder and the Indemnifying Party shall, at the Indemnified Party's option, conduct the defense or settlement of any such third party claim at the Indemnifying Party's sole expense and the Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection therewith.

15. LIMITATION OF LIABILITY

COMPANY AND CONTRACTOR HAVE DISCUSSED THE RISKS AND REWARDS ASSOCIATED WITH THIS AGREEMENT AS WELL AS CONTRACTOR'S FEES FOR SERVICES. COMPANY AND CONTRACTOR AGREE TO ALLOCATE CERTAIN OF THE RISKS SO THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF COMPANY AND CONTRACTOR (AND THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, OR REPRESENTATIVES) RELATED TO THE DELIVERABLES, THE SERVICES PROVIDED HEREUNDER OR THIS AGREEMENT, INCLUDING ANY LIABILITY RELATED TO ANY CLAIM OR CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID OR PAYABLE TO CONTRACTOR BY COMPANY UNDER THE STATEMENT OF WORK THAT GAVE RISE TO SUCH LIABILITY. IN NO EVENT WILL COMPANY OR CONTRACTOR (OR THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS OR REPRESENTATIVES) BE LIABLE FOR ANY INTERRUPTION OR LOSS OF BUSINESS, OR ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF THE USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR ANY SIMILAR SUCH DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION 15 SHALL NOT APPLY TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

16. WARRANTIES

- A. Each party represents and warrants that: (i) it is a legal entity duly organized, validly existing and in good standing; (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (iii) it will comply with all laws and regulations applicable to the performance of its obligations hereunder; (iv) it will avoid deceptive, misleading or unethical practices and unprofessional conduct that could adversely affect the performance of the other party's obligations under this Agreement or damage the reputation of the other party; (v) it is not a party to any agreement with a third party, the performance of which is reasonably likely to adversely affect its ability or the ability of the other party to perform fully its respective obligations hereunder; and (vi) its performance of its obligations under this Agreement will not knowingly violate any other agreement between such party and any third party.
- B. Contractor shall perform the Services with reasonable care in a competent, timely, and diligent manner in accordance with the specifications and/or instructions set forth in the Statement of Work and the prevailing reasonable commercial standards applicable thereto. If Company in good faith believes Contractor has breached the foregoing warranty in connection with any Statement of Work, Company shall provide written notice of such breach within thirty (30) days after the performance of such Services, which notice shall include reasonably specific details regarding such breach. Company's sole and exclusive remedy, and Contractor's sole obligation and liability therefor, will be to correct any nonconformance with this warranty. Company and Contractor will agree to a reasonable amount of time, based on its severity and complexity, within which Contractor is to correct the nonconformance. In the event Contractor cannot correct the nonconformance within the agreed upon time period, Contractor shall refund to Company the amount paid to Company for the nonconforming portion of the Services. The preceding shall not preclude Company from the right to recover or bring a cause of action against Contractor under a tort or contract based claim arising out of Contractor's performance or nonperformance of its Services or obligations under this Agreement or a Statement of Work.
- C. Contractor further warrants that: (a) the Services and any Deliverables will not infringe against any third party's patent, copyright, trade secret, or other proprietary rights; and (b) for a period of 180 days following installation (the "Warranty Period"), any software (and associated documentation) delivered to Company or the Client hereunder shall: (i) be free from significant programming errors and from defects in workmanship and materials; and (ii) conform to the performance capabilities, characteristics, specifications, functions, and other descriptions and standards applicable thereto as set forth in the Statement of Work. In the event that any such errors or defects are discovered during the Warranty Period, Contractor shall promptly notify Company and remedy such defects at no additional expense to Company. These warranties are cumulative of and in addition to any other warranties provided by law.
- D. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE DELIVERABLES AND THE SERVICES ARE PROVIDED "AS IS" AND CONTRACTOR SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (I) IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE; AND, (II) ANY WARRANTY THAT ANY DELIVERABLE IS FREE FROM ERROR. NO WRITTEN OR ORAL INFORMATION OR ADVICE GIVEN BY EITHER PARTY SHALL CREATE ANY WARRANTY.**
- E. Company acknowledges and agrees that Contractor has not made and is not making any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except as provided hereunder, and that Company is not relying and has not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties set forth in this

Agreement.

17. BACKGROUND CHECKS

Prior to providing any Services under this Agreement, Contractor will conduct or will have previously conducted as a condition of employment with Contractor background checks on each individual employee of Contractor that Contractor intends to assign to perform Services under this Agreement, which background checks must include, at a minimum, items with respect to each individual's civil, criminal, litigation, credit and educational background. To the extent allowable by law, Contractor will not permit any individual whose background check contains adverse results in the aforementioned areas to perform work under this Agreement. Contractor will maintain an inventory of the results of all background checks conducted in connection with this Agreement. Contractor will comply with any additional background check requirements of the Client to the extent set forth in the applicable Statement of Work.

18. INDEPENDENCE

Contractor represents, warrants, and affirms that neither Contractor, nor any of its employees, agents, or contractors providing the Services, holds a direct or material indirect financial interest in the Client at the time of execution of an applicable Statement of Work, and that Contractor, its employees, agents, and contractors, will take all precautions necessary to insure they do not acquire a direct or material indirect financial interest in the Client while providing the Services. Contractor further represents, warrants, and affirms that none of its employees, agents, or contractors providing the Services have any personal or family relationships with individuals employed by the Client that would create real or perceived impairments of the integrity and objectivity of the performance of its Services. Contractor further warrants that it will satisfy and comply with any "independence requirements" if identified in an applicable Statement of Work.

19. COMPLIANCE WITH LAWS

In performing its obligations under this Agreement, both parties will fully comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances. Both parties are equal opportunity employers and federal contractors. Therefore, Contractor will, to the extent applicable, comply with all federal acquisition regulations and requirements and mandatory and standard flow-down provisions in the Prime Contract, specifically including those related to equal opportunity and affirmative action, including but not limited to those set forth in Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974, and Section 503 of the Rehabilitation Act of 1973, and all applicable rules, regulations, and orders issued under any of the foregoing and any amendments thereto. **The parties hereto shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

20. COMPLETE AGREEMENT

This Agreement includes all attached Exhibits and Statements of Work, and any and all other attached documents. This Agreement is the parties' entire understanding on its subject matter, and supersedes all

prior understandings or agreements. No other representations, promises, agreements, or understandings, whether oral or written, shall be of any force or effect. This Agreement shall be binding upon and inure to the benefit of Company, its permitted successors, or assigns. In the event of a conflict between or among a term set forth in this Agreement, a term set forth in an Exhibit and/or a Statement of Work, or a term set forth in an attached or incorporated policy, schedule, or other document, the term set forth in the later dated document will control.

21. HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

22. NEUTRAL INTERPRETATION

This Agreement constitutes the product of the negotiation of the parties hereto and the enforcement hereof shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship hereof.

23. NONASSIGNABILITY

Contractor shall not assign, transfer, or subcontract this Agreement or any of its obligations hereunder without Company's prior written consent.

24. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the Company office engaging Contractor is located, excluding its conflict of law rules. In the event the Prime Contract explicitly states that the Prime Contract will be governed by and construed in accordance with the laws of a different state, then this Agreement will be governed by and construed in accordance with the laws of such other state, excluding its conflict of law rules. All actions in any way arising out of or related to this Agreement, including without limitation the Services or Deliverables, shall be litigated in courts within such state, and the parties hereby consent and submit to the venue and jurisdiction of any local, state, or federal court located therein.

25. SEVERABILITY

If any provision of this Agreement is held overbroad, invalid, or otherwise unenforceable under the applicable law and circumstances by the reviewing court, the parties agree to a reduction of the scope (including time and geographic area) and the remainder shall remain in full force and effect. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other provision. If any portion is held invalid or unenforceable with respect to particular circumstances, it nevertheless shall remain in full force and effect in all other circumstances.

26. WAIVER OF BREACH

No change or modification to or waiver of any provision under this Agreement shall be valid unless in writing and signed by both parties. No waiver of any breach, term, or condition of this Agreement by any party, whether by conduct or otherwise, in any one or more instance, shall constitute a further waiver of the same or any other breach, term, or condition. Failure, delay, or forbearance of any party to insist on strict

performance of any provision of this Agreement, or to exercise any rights or remedies hereunder, shall not be construed as a waiver.

27. NOTICES

Any notice required or permitted under this Agreement shall be in writing and be deemed given: (a) if by hand delivery, upon receipt thereof; or (b) if mailed, three (3) days after deposit in the U.S. mail, sent by registered or certified mail, return receipt requested, postage prepaid, delivered, or addressed at the addresses first set forth above, or at such other address provided by advance written notice to the other party.

28. SURVIVAL AFTER TERMINATION

The terms of this Agreement which by their nature are to survive this Agreement will survive its expiration or termination.


29. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement. An executed copy of this Agreement shall be effective whether delivered as an original, by pdf format, or by facsimile transmission of an executed signature page.

INTENDING TO BE LEGALLY BOUND, each of the parties hereto has caused this Agreement to be executed by a duly authorized representative of such party as of the date first set forth above.

RSM US LLP

PMI

By: 
Name: JONATHAN R. CAFARELLA
Title: 1/10/18


By: 
Name: Dan R. Bradbury
Title: Managing Partner

EXHIBIT A
FORM OF STATEMENT OF WORK
(SPECIMEN ONLY—DO NOT EXECUTE)

This Statement of Work is issued pursuant to the Subcontractor Agreement dated [date], 20[year] (the "Agreement") by and between RSM US LLP, an Iowa limited liability partnership ("Company") and PMI ("Contractor"). Any term not otherwise defined herein shall have the meaning specified in the Agreement.

1. PROJECT OVERVIEW

[Insert an overview of the project]

2. TERM

[Insert the term of the Agreement, including the commencement date and the expiration date]

3. SERVICES

[Insert a detailed description of the Services to be provided]

4. DELIVERABLES

[Insert a detailed description of any deliverables to be provided]

5. SCHEDULE

[Specify the time schedule for performing the Services and delivering any deliverables]

6. COMPENSATION

[Specify the terms of payment]

7. OTHER PROVISIONS MUTUALLY AGREED TO BY THE PARTIES

[8. MANDATORY FLOW DOWN CLAUSES]

[NOTE: If the Contractor will be providing Services to the federal government, the following provision must be included in this Statement of Work:]

[Those certain mandatory flow-down provisions in the Prime Contract and those flow-down clauses that are customary in Agreements of this type, including but not limited to the below listed clauses, are incorporated by reference and made part of this Agreement with the same force and effect as though set forth in full text. Unless the language in a clause clearly reserves rights in only the Government, the terms "Agreement" shall be substituted for "Contract", "Company" for "Government", "Agency" for "Contracting Officer", and "Subcontractor" for "Contractor".]

RSM US LLP
PMI
January 10, 2018
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[Insert list of FARs from Prime Contract that must/should flow down to Contractor]

[Identify any other requirements of the Prime Contract required to be flowed-down to Contractor]

The terms of this Statement of Work are agreed to by:

RSM US LLP

PMI

By: _____
Name:
Title: [Partner] [Principal] [Director]
Date:

By: _____
Name:
Title:
Date:

EXHIBIT B
TRAVEL EXPENSE REIMBURSEMENT POLICY FOR CONTRACTORS

Travel expenses must be approved in advance by Company, and will be subject to the following:

- A. Itemization and receipts are required for all expenses;
- B. Travel time is not billable;
- C. Company may require Contractor to use lodging and travel arranged through Company's offices;
- D. Lodging expenses will include the cost of a single hotel/motel room plus applicable taxes at prevailing commercial rates within a reasonable distance from the project location. Lodging expenses will not include room service, recreation, or any direct charges to the room;
- E. Meals, reasonable tips, and incidental expenses will be reimbursed at actual cost, not to exceed fifty dollars (\$50) per day;
- F. Airline fares will include the actual cost for commercial coach or economy class (with a copy of airline ticket or receipt);
- G. Commercial shuttle services or hotel transportation to and from the airport should be used whenever practicable. Taxi service should only be used if such transportation is not available, or in emergency situations;
- H. Auto rental will include the actual cost for commercial standard size automobile, including operating expenses, if any. Additional insurance coverage, as provided in the rental agreement, will not be reimbursed; and
- I. Mileage for travel in Contractor's or Contractor's employees' own personal vehicles in connection with the Services will be reimbursed at the rates set forth in IRS regulations in effect at the time the expense is incurred. Mileage should be supported by contemporaneous logs.

EXHIBIT C

INFORMATION SECURITY STANDARDS FOR CONTRACTORS

OWNERSHIP AND EXPECTATION OF PRIVACY

All Company-issued computer equipment belongs to the Company and must be returned to the Company upon expiration or sooner termination of Contractor's engagement with Company.

All information created, sent, or received via the Company's information resources, including but not limited to computer hardware, software, electronic messaging systems, network, web sites, and Intranet, is the property of the Company. Contractor should have no expectation of privacy regarding such information. This includes, but is not limited to, all e-mail messages, instant messaging, and all electronic files.

To ensure compliance with Company policies, applicable laws and regulations, and Contractor and employee safety, Company reserves the right to monitor, inspect, and/or search Company's information systems, including e-mails, at any time. This examination does not require the consent, presence, or knowledge of Contractor. Company retains the right to remove from its information systems any material it deems in its sole discretion as offensive, against these standards, or potentially illegal.

ACCEPTABLE USAGE

Company may revoke Contractor's access to Company's systems if Company believes, in its sole discretion, that Contractor's conduct interferes with the normal and proper operation of Company's information systems, adversely affects the ability of others to use Company's information systems, puts confidential information in harm's way, or may be considered harmful, illegal, or offensive to others.

Contractor must not attempt to gain access to applications, another person's files or mailbox, or protected papers without prior written authorization from the Company Partner who engaged Contractor.

Contractor may not use Company's information systems to perform work for Contractor's other clients or customers.

THEFT OR LOSS OF DATA OR EQUIPMENT

Contractor must promptly report the theft, loss, or wrongful or erroneous disclosure of any item containing confidential information to the Company Partner who engaged Contractor. Contractor is expected to cooperate promptly and fully with any investigation into such theft, loss, or wrongful or erroneous disclosure.

PRIVACY OF CLIENT AND EMPLOYEE INFORMATION

Contractor must collect, handle, maintain, and destroy any personal information obtained from or on behalf of Company or its clients in accordance with all applicable laws and regulations (including but not limited to the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102) and associated regulations, and any other federal, state, provincial, local, or other laws or regulations) pertaining to the handling of personal information.

INFORMATION HANDLING GUIDELINES

Information protection and handling must be consistent, regardless of the medium in which the information is stored.

Data Collection

- Collect only information required to perform a particular engagement
- Upon receipt of information, confirm that it is the information requested. Destroy or send back unneeded confidential information
- Copy confidential information to agreed file folder and delete all copies from e-mail, external storage, or other areas

Storage

- Limit access to confidential information to those with a "need to know"
- Secure file folders
- Laptops and external storage must be encrypted
- E-mails containing Company client information may not be stored in the Outlook archive
- At a minimum, sensitive papers should be covered or otherwise not open to the casual observer when the Contractor is away from Contractor's workspace
- Paper reports containing sensitive information such as salary, Social Security numbers (SSN), account numbers, and corporate information should be stored in a locked cabinet when not in use

Transmission

Transmission of a SSN or other sensitive information over the Internet must be secured.

- Confidential information sent via e-mail must be enclosed in a password protected or encrypted attachment. The password must be sent in a separate e-mail or given over the phone
- Other permissible forms of file transfer include
 - Client or Company FTP Site
 - Encrypted jump drive
 - Password-protected or encrypted files on a CD/DVD

Sending Letters

Any unnecessary or inappropriate information must be removed before mailing. Confirmation letters and other types of mailings containing sensitive information should be reviewed by a second employee of Contractor (or Company in the event no second employee of Contractor is available) before mailing. SSNs may not be sent in a letter or document unless required by law.

Destruction

Dispose of confidential information so that it is unreadable and unusable. Note that no records may be destroyed if a preservation notice has been issued on those records by Company or if there is an indication of litigation. Also note that regulatory requirements or Company record retention policies may apply to files in certain situations.

Paper

Papers containing sensitive information should be mechanically shredded or placed in a shredding bin. Such papers should not be placed in regular trash receptacles.

Electronic Disposal

Drag all files to the PGP shredder icon on the desktop or delete permanently

- Delete unneeded files from the file server
- Remove duplicate files, documents, and databases from the PC
- Remove duplicate files from Outlook
- Destroy or electronically wipe external storage devices
- Remove duplicate back up files

SYSTEM ACCESS CONTROL

Contractor will be assigned a unique network user ID and password. Contractor will be personally responsible for the use of Contractor's ID and password. Passwords may not be shared with others and should never be posted or placed where others may see them.

Contractor may not attempt to gain unauthorized access to Company's computing resources or information assets, including IDs and/or passwords.

PHYSICAL SECURITY FOR EQUIPMENT AND INFORMATION

Contractor must take prudent steps to protect Company equipment (such as laptops, PDAs, and servers) and information (whether in electronic or paper form) from the risk of theft, unauthorized destruction, and other mishaps.

The following are best practices that Contractor should use as feasible:

In the Company's or Contractor's Offices

When away overnight or for a number of days:

- Cable lock laptops, put in desk/cabinet, or take home
- Remove or cover confidential information from desks, walls, and public areas
- Lock the computer screen
- Remove CDs, flash drives, and other external media that contain confidential information

The entrance to the office should be manned at all times or locked during the workday and after hours.

At the Client Site

When away during the day:

- If the work room doors have locks, then lock doors
- Cable lock each machine or lock machines together (thus making theft more difficult and obvious)
- Lock computer screen
- Cover up sensitive documents or otherwise ensure they are not in plain sight
- Remove CDs, flash drives, and other external media that contain confidential information

In the Car

- Store laptop, briefcase, and other work items in the car's trunk
- If there is no trunk, put equipment and papers in the back of the car and cover up
- Store external media, such as CDs and flash drives, separately from the computer
- Stow the laptop before arriving at the parking spot
- Avoid leaving laptop in extreme heat or cold. If this cannot be avoided, wait until the machine is near room temperature before turning it on

Airline Storage

- Do not check laptops in your luggage
- Prior to flying, listen to the news or ask hotel staff for changes in airport security rules
- Travelers should monitor the passage of their equipment through airport security checkpoints
- If you cannot carry on the laptop, then send the laptop by established carrier (e.g., FedEx, UPS, etc.)
- When there are no other options, then consider the following steps:
 - Copy data files to the network or external media. Protect the files on the media and carry on
 - Carefully wrap the laptop in bubble wrap or layers of clothes or other cushioning

PORTABLE SYSTEMS SECURITY

Contractor must remove confidential information from its computers and PDAs as soon as it is not needed and in accordance with any applicable record retention policies or requirements. This includes files in databases, C-drives, and e-mail, as well as external storage such as CDs.

All laptops are encrypted using the Company's encryption software. Thumb drives must also be encrypted. Confidential information may not be stored on unencrypted CDs, iPads, or similar devices.

TAKING WORK HOME

If Contractor has been issued a laptop, Contractor may not perform work for Company or Company's clients on any other laptop.

Contractor must not allow anyone else to use the Company's laptop or peripherals, or to view the Company's electronic or paper documents.

ELECTRONIC MESSAGING

Sending Sensitive Information

Electronic messaging sent over the Internet is not a secure method of electronically transmitting information. Therefore, e-mail transmission of non-public personal information outside the Company must be secured using either encryption software approved by the Company's Corporate IT Department, the Company's secure FTP server, or by password protecting the file (e.g., attachment of a zipped and password-protected file). If a password-protected file is sent, the password must be delivered separately from the protected document.

Forwarding E-mails

Company e-mails containing Company information are not to be forwarded to Contractor's personal e-mail account or other non-Company e-mail systems. Similar e-mails may not be forwarded to third parties who are not engaged in Company business.

Approved E-mail and Instant Messaging Systems

Only the Company's approved e-mail system may be used to conduct Company business. Use of non-Company Messaging systems (e.g., Hotmail) to conduct Company business is unacceptable practice.

Text Messaging

Text messages containing confidential information are prohibited.

Solicitation and Promotion

Contractor may not use the Company's electronic messaging systems to solicit for commercial ventures, religious or political causes, other organizations, or other non-work-related solicitations, including the sending of SPAM and chain letters.

Harassment

Contractor may not use Company's systems to display or transmit sexually explicit images, messages, or cartoons, or any materials that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, color, religion, sex, age, national origin, disability, pregnancy, citizenship status, veteran status, sexual orientation, or any other characteristic protected by federal, state, or local law.

Computer Malware Protection

If Contractor believes that Contractor's Company-issued computer has become infected by a computer virus, Contractor should contact the Company's Service Desk immediately for assistance and not take any action unless directed to do so by the Service Desk.

Retention of E-mail

Contractor must retain e-mails in conformity with the Company's record retention policies in effect for Contractor's particular engagement as the same are communicated to Contractor.

INTERNET AND INTRANET

Media Streaming

Audio and video media streaming is prohibited unless required to conduct Contractor's business for Company.

Downloading from the Internet

Contractor may not download non-Company software or files from the Internet without Company's prior approval. Personal files, such as music, games, or movies, may not be downloaded.

Posting Confidential Information

No confidential information may be posted on Internet websites or on the Intranet or Extranet sites.

VOICE COMMUNICATIONS

VOIP Voice Mail Messages

Voice over Internet Protocol (VOIP) voice messages that are received as e-mails must be managed and controlled similar to Outlook e-mail messages. Contractor must adhere to the electronic messaging standards set forth above when dealing with VOIP messages.

Personal Phone Calls

Contractor should conduct personal long distance phone calls using Contractor's personal calling card or cell phone.

The Company's toll-free phone numbers are not for personal or non-Company use.

SOFTWARE

Contractor may not install any software on Company's computers, install Company's software on any non-Company computers, or copy Company's software without Company's prior approval.

INTELLECTUAL PROPERTY

All information or products acquired, developed, or used for Company purposes belong to the Company. For electronic information or products, this includes, but is not limited to, client information, software, and tools (such as on-line tools and supporting materials such as manuals).

SECURITY TOOLS AND TESTING

Contractor may not acquire or use tools (such as port scanners, password crackers, etc.) that could be employed to evaluate, test, or compromise systems security.

Contractor will not exploit any security weaknesses and will report any such weaknesses to Company promptly upon becoming aware of such weaknesses.

THIRD PARTY ACCESS TO THE COMPANY NETWORK

In strictly controlled situations, the Company does allow third parties to access Company internal networks and connected computer systems. Contractor will not grant any third parties access to Company internal networks or connected computer systems without first obtaining Company's written approval.

HARDWARE CONFIGURATION

Servers and PCs will be configured so that any unnecessary code shall be removed or disabled by the appropriate Company IT staff, at the direction of Company's Corporate IT Department.

Contractor may not attempt to change the configuration of Company's equipment or hardware without authorization from Company's Corporate IT Department.

REMOTE ACCESS

Contractor must not establish connections with any third party, external network, Internet Service Provider (ISP), or other external networks without prior approval of Company's Information Risk Management Department and Corporate IT Department.

REMOTE CONTROL

Use of remote control (e.g., PC Anywhere, Go to My PC, etc.) access to computers or servers must be approved in advance by Company's Information Risk Management Department.

DISPOSAL OF MEDIA

All media must be properly disposed of after erasure in accordance with applicable laws, regulations, industry standards, and manufacturer's recommendations, based on media type and condition.