

## GENERAL BUSINESS TERMS STRYDE SOLUTIONS

### Workers Compensation Policy Audit

**1. Services.** Stryde will provide the following services to Client in connection with Client's workers' compensation insurance policies now or previously in effect: [a] determine whether Client may be entitled to any past, or current reduction, credit, rebate or refund on its workers' compensation premiums, or to a reduction of any monetary obligation to Client's insurance carrier or agent (all of the foregoing individually and collectively referred to herein as "Savings"); [b] recommend means by which Client may be able to obtain Savings; and [c] assist Client, to the extent reasonably necessary, in realizing the Savings.

**2. Compensation.** Client will pay Stryde the following compensation for Savings that arise or result in whole or in part from Stryde's recommendation(s) or from any direct or indirect benefit, advantage or assistance rendered by Stryde under this agreement: [a] 50% of Savings realized in connection with the policy period in effect on the date of this Agreement ("Current Policy Period"); [b] 50% of Savings realized in connection with each policy period in effect before the Current Policy Period. Client understands that Stryde's recommendations are the result of Stryde's specialized experience and knowledge. Stryde shall be entitled to full payment of its fees regardless of any participation, cooperation or assistance of Client or Client's employees or agents.

**3. Payment; Interest on Delinquent Payments.** Stryde's fees shall be due and payable immediately when any Savings is realized. Savings shall be considered "realized" on the date that Client receives the reduction, credit, rebate, refund or other Savings from its insurance carrier or agent. Stryde may also invoice for its fee when Stryde deems the fee due and payable. Any fee or portion thereof not timely paid will accrue interest at the rate of 1.5% per month, compounded monthly from the date Savings are realized.

**4. Cooperation.** Client understands and agrees that it must and will cooperate with Stryde to obtain the Savings and to administer this agreement. Client will: provide Stryde with any and all pertinent information and records within Client's knowledge, possession, custody or control; assist Stryde in obtaining any pertinent records or information not within Client's possession or knowledge; sign and deliver such letters and other documents that Stryde may reasonably request including but not limited to requests for documents and requests for audit revisions; and diligently comply with all reasonable requests of Stryde to perform services per paragraph 1. Client's failure to cooperate as required hereunder would cause material harm to Stryde of unknown proportions, in that Stryde will have expended substantial time and effort without full compensation therefor. Such failure to cooperate will entitle Stryde to liquidated damages equal to the greater of \$2,500 or the fees actually known or proven to be owed to Stryde under this Agreement. Client authorizes Stryde to obtain records and information from Client's insurance carrier and agent for the purpose of obtaining policy documents and determining the compensation owed to Stryde.

**5. Confidentiality.** Stryde and Client agree to keep all information (including but not limited to Stryde's reports and recommendations) in strictest confidence, except that each of the parties authorizes the other to discuss in general terms, but not in detail, such information and recommendations whenever necessary to effectuate the purposes of this agreement. If Client agrees to provide Stryde a letter of reference, Client grants permission to Stryde to use such reference letter or any part of such letter in its marketing efforts.

**6. Miscellaneous.** All notices under this agreement shall be in writing. Client shall not have the right to terminate this agreement after Client's execution of this Agreement unless Stryde is in material breach of this agreement and fails to cure its breach within a reasonable time. Stryde's services shall terminate upon completion of its review, recommendation(s) and assistance under paragraph 1 above. Client's obligation to pay Stryde as provided in this agreement shall continue until Stryde is paid in full. If it becomes necessary for Stryde to engage the services of an attorney or collection agency to collect its fees or other compensation due under this agreement, Client shall also be liable to Stryde for reasonable collection costs (including but not limited to attorney's fees and expert witness fees). The services provided hereunder are being provided by Stryde in the State of Michigan. The exclusive jurisdiction and venue for the adjudication of any disputes between the parties arising under or in connection with this agreement, or any breach thereof, shall be the county, state or federal courts located within Genesee County, Michigan. Client hereby irrevocably submits to the personal jurisdiction of such courts upon service of process, and waives any objection to such venue. Each party waives the right to a jury trial. The laws of the

State of Michigan shall govern this agreement and the interpretation of its provisions. Each person signing this agreement represents that s/he has full authority to bind the party on whose behalf it is signing. This agreement contains the entire agreement between the parties concerning its subject matter, and supersedes all proposals or other agreements, oral or written. This agreement shall be binding upon, inure to the benefit of, each party and its successors and assigns.