

MASTER SERVICES AGREEMENT

This Master Service Agreement (“Agreement”) is entered into by and between the City of Powder Springs, a Georgia Government Entity (“Client”) and Paro Strategies, LLC, a Georgia limited liability company (“Paro”, “we” or “us”) (individually each being referred to herein as a “Party” and collectively as the “Parties”) on this day of August 1, 2024 (“Effective Date”).

RECITALS

WHEREAS, Paro is in the business of providing strategic consulting and community planning services, grant administration services, and other targeted initiatives related to rotational community capital;

WHEREAS, Client desires to hire Paro, and Paro desires to be hired by Client, to perform certain Services (as defined herein) to Client pursuant to the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, including the reciprocal promises and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

TERMS

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings prescribed to them as follows:

“Applicable Laws,” mean any local, city, county, state, or federal rule, law, statute, or regulation that applies to the type of Services Paro will provide or otherwise governs the terms of this Agreement.

“Close-Out” or “Closed-Out,” means (a) verification that grant funds were allocated according to program guidelines; (b) all records are properly archived, and (c) final reports required by the funding issuing agency are submitted.

“Confidential Information,” means any non-public data or information relating to the business, operations, finances, or personnel of the Client, including, but not limited to, accounting records, business plans, marketing plans, financial data and information, personnel information, business processes, business records, and documents, data and information relating to Client’s members.

“Governmental Agency,” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local or foreign, or any agency,

instrumentality or authority thereof, or any court or arbitrator (public or private) with jurisdiction over any of the transactions contemplated herein.

“RFP” means Request for Proposal to issue formal documents outlining the organization’s intent to secure or purchase goods or services; to issue information to potential vendors of goods or services; to invite potential vendors to submit a proposal to meet the issued need; and to invite applications for funding requests.

“Services” means, collectively, the Professional Services and the Grant Management Services.

“Paro Data Platform” means Paro’s online platform that Paro utilizes to: (i) identify funding opportunities, (ii) track records as needed for grant applications and compliance requirements; and (iii) document grantee and subgrantee decisions.

“Task Work Order” means a document, as further described in this Agreement and exemplified in Exhibit A attached hereto, that outlines the specific scope of Paro’s Grant Management Services relative to each Opportunity and/or Additional Services by Paro. Each Task Work Order shall be incorporated in this Agreement as an Addendum hereto.

2. Scope of Services and Task Orders.

2.1. Scope of Services. During the Term, as defined in Section 3.1 below, Paro shall provide Client with the Professional Services described in Section 2.2 below. As a result of Paro’s performance of the Professional Services, Client will be presented with various grant opportunities and programs aimed to target the Client’s goals for its community throughout the Term. Paro’s involvement and additional services to Client associated with each grant opportunity or program shall vary depending on the grant requirements and structure. The nature of those services shall further be identified and described in Sections 2.3 and 2.4 below.

2.2. Professional Services; Phases 1-3. During the Term, Paro shall provide to Client the following services to Client (the “Professional Services”) which shall be performed in three phases as described below (each, a “Phase”).

2.2.1. Phase 1 — Community Capital Analysis. Paro shall establish a design framework for sustainable asset-based community development initiatives to support the short-term and long-term goals that Client has identified to Paro (“Phase 1 Services”). This includes: (1) performing a planning sprint process to identify and document Client’s current assets and asset gaps; (2) identification of potential opportunities for further grant development and sustainability initiatives; (3) creation of a force-ranked schedule of the opportunities with the highest return of investment and that furthers Client’s prioritized strategic initiatives (each an “Opportunity, collectively, the

“Opportunities,” with the form being referred to as the “Schedule of Opportunities”); (4) provide target deadlines for the grant application process for each of the designated and selected Opportunities Paro is requested to pursue; (5) identification of any need for matching funds and/or investments from the public or private sector for the selected Opportunities.

2.2.2. Phase 2 — Resource Preparation. At the conclusion of the Phase 1 Services, Paro shall provide Client with the following services (the “Phase 2 Services”): (1) guiding Client to maximize matching funds necessary for acquisition of selected Opportunities; (2) guiding, assisting, and supporting Client’s leadership in efforts to establish requisite community support for the selected Opportunities; (3) produce regular reports to reflect Paro’s current status on the Targeted Investments in the pursuit of the selected Opportunities.

2.2.3. Phase 3 — Program Implementation. At the conclusion of the Phase 2 Services, Paro shall provide Client with the following services (“Phase 3 Services”): (1) continuing to facilitate the acquisition of selected Opportunities; (2) management of selected Opportunities successfully acquired by Paro from issuing agencies; (3) guiding, supporting, facilitating, and/or assisting Client’s leadership to continue to build support and good-will for the selected Opportunities from the community at large, and; (4) assist with the establishment of strategic public-private partnerships to maximize community capital to support Client’s strategic goals.

2.3. Grant Management Services. As Opportunities are presented to Client and Client elects to pursue a certain Opportunity, Paro shall provide either Grant Management Services for each one of the selected Opportunities during the Term. The scope of the Grant Services performed by Paro is based on the requirements associated with each Opportunity and will be further defined in each Task Work Order. Paro shall be named as the administrator and perform such Grant Management Services in the manner mutually agreed to by the parties in each Task Work Order. In the event that the requirements associated with an Opportunity are not initially clearly defined or a grant issuing agency alters compliance requirements post-award, Paro and Client hereby agree that Paro will issue a change order to the related Task Work Order to accommodate any necessary changes.

2.3.1. For selected Opportunities agreed upon in a Task Work Order, Paro may provide some or all of the following services from preparation of the RFP through Close-Out (“Grant Management Services”):

2.3.1.1. Draft, edit, revise, and/or submit a grant application with the funding issuing agency, and; upon notice of funding, lead the revision

of the grant budget and budget narrative to adhere to conditions required by the funding issuing agency (“Grant Application Services”);

2.3.1.2. Compliance reporting and communications with any corresponding funding issuing agency; provide qualitative and quantitative reports as required by any applicable agency from whom a grant has been issued; provide methods of evaluation that adhere to the published requirements of the funding issuing agency; act as a liaison and interface with the funding issuing agency regarding program implementation and administration; work with auditors as needed to meet federal audit requirements (“Compliance Reporting Services”);

2.3.1.3. Assist Client in the facilitation of the RFP and vendor justification associated with an Opportunity (“RFP Facilitation Services”);

2.3.1.4. Consult on record archiving expectations and requirements of each funding issuing agency for each Opportunity for which Paro provides Grant Management Services (“Record Consulting Services”); and

2.3.1.5. Assist Client with administration and reporting requirements associated with the disbursement of the requisite grant funds to subgrantees and vendors approved by the funding issuing agency for each Opportunity for which Paro provides Grant Management Services (“Funding Administration and Reporting Services”).

2.4. Task Work Order. For each Opportunity, the parties shall complete a Task Work Order — an example copy of which is attached hereto as Exhibit A — that shall outline the specific Grant Management Service that Paro shall perform relative to such Opportunity.

2.4.1. In addition, the Task Work Order shall contain the following: the scope of services to be performed by Paro, the particular obligations of Paro related to such services, the period for such services, the compensation associated with such services, and any information, items and/or terms and conditions not identified in this Agreement (“Task Work Order”).

2.4.2. Paro shall have no obligation to continue or undertake any action unless it is authorized via an executed Task Work Order.

2.4.3. The entirety of the obligations, conditions, responsibilities, representations, warranties, covenants, and terms of this Agreement shall automatically apply to and be adopted and incorporated into each and every executed Task Work Order.

2.4.4. Similarly, the obligations, conditions, responsibilities, representations, warranties, covenants, and terms of each execute Task Work Order shall be adopted and incorporated into this Agreement.

2.5. Additional Services. In the event Client desires Paro to perform services beyond those listed in Section 2.2 and 2.3, Client shall request Paro to perform such services via the Task Work Order. The Task Work Order for these additional services shall be submitted to Paro by Client and must include the scope of the additional services requested (“Additional Services”). Should Paro desire to perform the Additional Services then it shall identify the additional compensation and disbursement schedule it will require in exchange for performance of such Additional Services on the Task Work Order and return it to Client for approval within ten (10) business days from Paro receipt. If Paro fails to return the Task Work Order during this timeframe, it shall be deemed to have rejected the request for Additional Services. If Client approves the returned Task Work Order, the Client shall execute the Task Work Order and within five (5) business days from the date Client received the same, return it to Paro for execution. Unless Paro countersigns the Task Work Order and delivers a copy of the same to Client within five (5) business days from Paros receipt thereof, the Task Work Order shall automatically terminate and shall have no binding effect.

3. Term and Termination.

3.1. Term. The term and effectiveness of this Agreement (the “Term”) will begin on the Effective Date and will remain in full force and effect until twelve (12) months after the Effective Date or earlier termination of this Agreement pursuant to the provisions of Section 3.2. The Parties may renew this Agreement for an additional twelve (12) months upon the parties’ mutual written agreement at least thirty (30) days prior to termination of the Term.

3.2. Termination.

3.2.1. For Cause; Curable Breach. If either Party to this Agreement breaches the terms hereof and such breach is capable of being cured by the breaching Party (“Curable Breach”), then the non-breaching Party may terminate this Agreement only if: (1) it delivers written notice of the Curable Breach to the breaching Party; (2) the breaching Party: (i) fails to undertake efforts to cure such breach within five (5) business days from its receipt of the notice of Curable Breach, (ii) fails to notify the non-breaching Party that it has undertaken efforts to cure such breach — such notice shall describe the manner in which it shall attempt to cure such breach within five (5) business

days from its receipt of the notice of Curable Breach, (iii) fails to cure the breach in a reasonable time, determined by prevailing industry standards, but, in any event, no more than forty-five (45) days from the from the date it received the notice of Curable Breach, or (iv) failure to comply with Section 4.4.

3.2.2. For Cause; Uncurable Breach. If a Party to this Agreement materially breaches the terms hereof and such breach is incapable of being cured by the breaching Party (“Uncurable Breach”), then the non-breaching Party may terminate this Agreement effective immediately by delivering written notice of the Uncurable Breach to the breaching Party. For purposes of this Agreement an Uncurable Breach shall include: (a) a material breach of any Parties representations and warranties; (b) in the case of Paro, repeated failure to perform contractual duties in accordance with the standards and timelines dictated by the funding issuing agency for grant administration; or (c) a Party, is:

3.2.2.1. Engaged in conduct that poses an undue risk to the reputation of the other Party;

3.2.2.2. Convicted of a federal, state, or local crime or other than a misdemeanor traffic violation;

3.2.2.3. Determined by a court of law, Governmental Agency, or professional association, to have committed professional malpractice or violated a professional code of conduct;

3.2.2.4. Determined by a court of law or Governmental Agency to have actually engaged in sexual harassment or to have actually violated a federal, state, or local employment law; or

3.2.2.5. Dissolves or Liquidates or takes any corporate action for such purpose;

3.3. Effect of Termination.

3.3.1. For Cause. In the event this Agreement is terminated by Paro for cause, Client’s obligations under Sections 2, 6, 7, 8, 9, 10, 12.6 and the Arbitration Clause shall survive such termination. In the event this Agreement is terminated by Client for cause, Paro’s obligations under Sections 6, 7, 8, 10, 12.6, and the Arbitration Clause shall survive such termination.

3.3.2. In General. Other than the sections of this Agreement specifically set forth in this Section 3.3 or as otherwise set forth in this Agreement, no other

provisions shall survive termination. Following the termination of this Agreement under this Section, the Parties duties to one another shall cease other than as set forth under Section 3.3.3, Client shall assume all grant administration responsibilities. According to Paro's sole and subjective discretion, Paro will extract applicable data and provide extraction to Client for reporting requirements associated with Task Work Orders that have not been Closed Out. Client, on a pro-rata basis, will repay any fees and expenses paid in advance for any Services or deliverable that have been provided prior to the Termination date. Termination of this Agreement pursuant to this Section shall not limit either of the parties' remedies for any breach of this Agreement.

3.3.3. Post Term. In the event that Client wishes to decline term renewal as set forth in Section 3.1, Paro will complete any executed Task Work Orders unless termination is For Cause under Sections 3.2.1 or 3.2.2.

4. Representations, Warranties, and Covenants.

4.1. Client's Representations and Warranties to Paro. To induce Paro to enter into this Agreement, Client hereby makes the following representations warranties, and covenants each of which is material, each of which is being relied upon by Paro as being true and correct in consideration for entering into this Agreement, and each of which is true and correct as of the date Client executes this Agreement, shall remain true and correct for the Term of this Agreement, and shall survive termination.

4.1.1. Compliance with Applicable Laws. Client is in compliance with all Applicable Laws as to its business operations and existence.

4.1.2. No Violation of Agreement or Law. Client's execution of this Agreement and the obligations contemplated hereunder do not: (a) violate or conflict with Client's organizational documents; (b) violate or conflict with a contractual agreement to which Client is a party, or (c) violate or conflict with any legal requirement to which Client is subject, including those arising under contract and Applicable Law.

4.1.3. Corporate Authority. Client is a government entity validly existing and in good standing under the laws of the State of Georgia, has all requisite power and authority to execute, deliver, carry out, and perform the terms of this Agreement. This Agreement has been duly and validly executed by all necessary corporate action, and the delivery and performance of this Agreement and each of the documents, instruments, and transactions contemplated hereby constitute Client's valid and binding obligations, and are enforceable against Client in accordance with their terms.

- 4.1.4. Governmental and Legal Authority. Client has given all requisite notice to, obtained all consent, approval, and permission from, and has otherwise taken all necessary action with any Governmental Agency to execute this Agreement and perform under its terms. The execution, delivery, and performance of this Agreement does not require any consent or approval of, giving notice to, requesting permission from, or taking any other action with, any Governmental Agency which has not already been obtained prior to the Effective Date.
- 4.1.5. Financial Capacity. Upon Client's receipt of the funding issuing agency distributions of the grant funds, Client will have sufficient cash on hand or other sources of available funds to enable it to make the payments contemplated hereunder and otherwise consummate the transactions contemplated by this Agreement.
- 4.1.6. Legal Proceedings. There is no action of any nature pending, or, to the Client's knowledge, threatened against or by the Client or its directors, officers, or other key personnel, nor is Client or its directors, officers, or other key personnel a party in an action before a court or Governmental Agency that challenges or could otherwise prevent, enjoin, or delay the transactions contemplated by this Agreement. To the Client's knowledge, no event has occurred nor do circumstances exist that may give rise to, or serve as a basis for, any such action.
- 4.1.7. Accurate Documents, Books, and Records. Each and every document, record, accounting, book, or other piece or volume of information requested by Paro for Client to provide shall be true, complete, and accurate in all material respects when provided to Paro. Client agrees and acknowledges that Paro cannot perform its Services without materially true, complete, and accurate documents, records, accountings, books, and information that it has requested from Client.
- 4.1.8. Timely Transmission. Each and every document, record, accounting, book, or other piece or volume of information requested by Paro for Client to provide to it, including Task Work Orders, shall be transmitted to Paro in a timely manner. Client agrees and acknowledges that Paro cannot perform its Services without timely transmission of requested documents, records, accountings, books, and information,
- 4.1.9. Client Responsibilities; Cooperation and Acknowledgement of Dependency. Client shall cooperate with Paro in the performance by Paro of the Services, including, without limitation, providing Paro with reasonable

facilities and timely access to data, information, and personnel of Client. Client shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information provided to Paro for purposes of the performance by Paro of the Services. Client acknowledges and agrees that Paro's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. Paro shall be entitled to rely on all decisions and approvals of Client. Client shall be solely responsible for, among other things: (a) making all management decisions and performing all management functions; (b) designating a competent management member to oversee the Services; (c) evaluating the adequacy and results of the Services; and (d) accepting responsibility for the results of the Services. Further, Client shall comply with all requirements and regulations for each of the issuing agencies associated with each Task Work Order.

4.2. Paro's Representations, Warranties and Covenants to Client. To induce Client to enter into this Agreement, Paro hereby makes the following representations warranties, each of which is material, each of which is being relied upon by Client as being true and correct in consideration for entering into this Agreement, and each of which is true and correct as of the date Paro executes this Agreement, shall remain true and correct for the Term of this Agreement, and shall survive termination.

4.2.1. Compliance with Applicable Laws. Paro is in compliance with all Applicable Laws as to its business operations and existence.

4.2.2. No Violation of Agreement or Law. Paro's execution of this Agreement and the obligations contemplated hereunder do not and will not: (a) violate or conflict with Paro's organizational documents; (b) violate or conflict with a contractual agreement to which Paro is a party, or (c) violate or conflict with any legal requirement to which Paro is subject, including those arising under contract and Applicable Law. Paro will perform all Services in compliance with applicable law.

4.2.3. Corporate Authority. Paro is a limited liability company validly existing and in good standing under the laws of the State of Georgia, has all requisite power and authority to execute, deliver, carry out, and perform the terms of this Agreement. This Agreement has been duly and validly executed by all necessary corporate action, and the delivery and performance of this Agreement and each of the documents, instruments, and transactions contemplated hereby constitute Paro's valid and binding obligations, and are enforceable against Paro in accordance with their terms.

4.2.4. Governmental and Legal Authority. Paro has given all requisite notice to, obtained all consent, approval, permits, licenses and permission from, and has otherwise taken all necessary action with any Governmental Agency to execute this Agreement and perform under its terms. The execution, delivery, and performance of this Agreement does not require any consent or approval of, giving notice to, requesting permission from, or taking any other action with, any Governmental Agency which has not already been obtained prior to the Effective Date.

4.2.5. Legal Proceedings. There is no action of any nature pending, or, to Paro's knowledge, threatened against or by Paro or its directors, officers, or other key personnel, nor is Paro or its directors, officers, or other key personnel a party in an action before a court or Governmental Agency that challenges or could otherwise prevent, enjoin, or delay the transactions contemplated by this Agreement. No event has occurred nor do circumstances exist that may give rise to, or serve as a basis for, any such action.

4.2.6. Expertise. Paro possesses all qualifications, licenses and expertise required to perform the Services, with personnel fully licensed and permitted to perform the Services.

4.2.7. No Infringement. None of the following will violate any applicable law or violate or infringe upon the copyright, patent, trade secret or other intellectual property or proprietary right of any third party: (i) Paro's performances of Services under this Agreement; (ii) Paro's use of Intellectual Property; or (iii) any Work Product.

4.3. Paro's Covenants. Paro agrees that the performance of the Services will be pursued diligently and timely; provided, however, that Client acknowledges that Paro's ability to complete the Services within the Term and otherwise in a timely manner is contingent upon Client diligently and timely adhering to and performing its obligations hereunder, including provided the requested information to Paro.

4.4. Paro's Grant Submission Schedule. Paro agrees to submit no less than three (3) Tier 1 and/or Tier 2 grant applications per twelve (12) month period during the Term.

5. Payment Obligations.

5.1. Professional Services Fee Schedule. In exchange for Paro agreeing to provide Client the Professional Services, Client shall pay to Paro the amount of Five Thousand and NO/100 Dollars (\$5,000.00) per month (the "Monthly Fee"), with the first payment due within five (5) days from the execution of this Agreement, and each month thereafter on or before the fifteenth (15) day of the month until the conclusion of the

Term. Client shall make these payments timely and without any action on the part of Paro.

5.2. Grant Management Services

5.2.1. Fees. In exchange for Paro providing Client the Grant Management Services, Client shall pay Paro the amount and, in the manner, outlined in the Task Work Order. The amount and structure of payment shall vary and be contingent upon the Opportunity and the requirements associated therewith. The parties shall execute a Task Work Order for each Opportunity where Paro is to perform Grant Management Services.

5.2.2. Additional Services Fee Schedule. In exchange for Paro providing Client with any additionally requested services, Client shall pay Paro the amounts set forth on the Task Work Order.

5.2.3. Manner and Timing of Payment. Unless otherwise specified herein, all payments shall be made on a net thirty (30) day basis from the date that the Services were performed.

6. **Confidentiality.** Paro agrees that it will: (i) hold the Confidential Information in trust and strictest confidence, (ii) only disclose the Confidential Information internally with those of its employees or contractors with a need to know the information in order to evaluate the possibility of a business relationship between the parties; (iii) only disclose the Confidential Information with employees and contractors under a written agreement obligating the employee and contractor to keep the Confidential Information confidential with provisions at least as restrictive as those in this Agreement; (iv) not use the Confidential Information for Paro's own benefit or for the benefit of any third party, and (v) not use, reproduce, distribute, disclose or otherwise disseminate the Confidential Information except as provided in this Agreement. Paro's obligations under this Section 6 will apply during the Term and will survive for so long as the Confidential Information remains confidential or five (5) years, whichever is shorter. Either party may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Unless prohibited by applicable law, Paro may disclose Client Information to other professionals as required to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, or for quality, risk management or financial accounting purposes. Notwithstanding any other provision of this Agreement, Client explicitly permits Paro to identify Client as a client of Paro and include Client's name and/or company logo in Paro's public communications and marketing materials for services.

7. **Intellectual Property.** Paro is and will be the sole and exclusive owner of all right, title, and interest to any and all software, technology, inventions, discoveries, techniques, methods, ideas and concepts that are created, conceived, developed, or reduced to practice in

furtherance of, related to, or arising out of this Agreement (“Intellectual Property”), including all patents, copyrights, trademarks, Trade Secrets, and other Confidential and proprietary information. Without limiting the foregoing, Paro shall, at all times, be and remain the sole owner of any software used and the Paro Data Platform, and Client’s benefit from the Paro Data Platform shall persist only while Paro continues to provide the entirety of the Services to Client, and which shall cease immediately upon termination except as otherwise provided in this Agreement. Client shall be the sole and exclusive owner of all right, title, and interest in and to any tangible work product or data provided by Client in connection with the Services provided under this Agreement, including, but not limited to, all writings, documents, specifications, data, and all other materials provided to Paro (the “Work Product”). The Work Product is considered works made for hire. All rights, title, and interests of such Work Product are hereby assigned to Client as its sole and exclusive property.

7.1. Ownership Retained by Paro; No Implied License(s). Paro grants no right or license to Client, by implication, estoppel or otherwise, to any intellectual property rights of Paro. Client hereby acknowledges that Supplier owns the Intellectual Property. Nothing in this Agreement constitutes an assignment of the Intellectual Property or grants to Client any right, use, title or interest therein, except as specifically authorized in this Agreement. Client agrees that it will not contest Paro’s ownership of the Intellectual property, either during or after the Term. If Client acquires any rights to the Intellectual Property for any reason, it undertakes to promptly return and convey such rights to Paro immediately and without expense to Paro.

8. Data Protection, Storage, and Management.

8.1. **Data Protection.** We may collect, use, transfer, store or otherwise process (collectively, “**Process**”) Client Information that can be linked to specific individuals (“**Personal Data**”). We may Process Personal Data in various jurisdictions in which we operate. We will Process Personal Data in accordance with applicable law and professional regulations. Further, Client hereby warrants that it has the authority to provide the Personal Data to Paro in connection with the performance of the Services and that the Personal Data has been Processed in accordance with applicable law. If Client becomes legally obligated to require Paro to implement or maintain certain policies or practices relating to data privacy or data security in connection with Paro’s provision of particular Services (“**Data Privacy Requirements**”), Client shall notify Paro of the Data Privacy Requirements. Paro shall either comply with the Data Privacy Requirements or notify Client that it is unable to do so, in which case either Party may terminate this Agreement as it pertains to the relevant Services.

8.2. **Data Storage.** Paro will make reasonable efforts to ensure that all data is retained pursuant to the terms of this Agreement, Client hereby agrees and acknowledges that Paro is not responsible for data loss beyond its reasonable control. As an express mitigation of such loss Client agrees and acknowledges that it shall create and

maintain its own recordation of all information and data under this Agreement. Paro shall not be responsible for the loss of any such data. Client agrees and acknowledges that catastrophic events or physical deterioration may result in damage to or destruction of Paro's records, causing the records to be unavailable before the expiration of any retention period.

8.3. Requests; Subpoenas. State, federal, and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests may also come in the form of peer review or ethics investigations. If requested, access to such workpapers may be provided under the supervision of Paro personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies.

8.3.1. If Paro receives a request for copies of selected workpapers, provided that it is not prohibited from doing so by law or regulation, Paro agrees to inform Client of such request as soon as practicable. Client may, within the time permitted for Paro to respond to any request, initiate such legal action as it deems appropriate at Client's own expense to limit the disclosure of information. If Client takes no action within the time permitted for Paro to respond, or if Client's action does not result in a judicial order instructing us not to supply the requested information, Paro may construe such inaction or failure as consent to comply with the request.

8.3.2. If Paro receives a summons or subpoena which its legal counsel determines requires it to produce documents from this Agreement or testify about this engagement, and Paro is not prohibited from doing so by law or regulation, Paro agrees to inform Client of such summons or subpoena as soon as practical. Client may, within the time permitted for Paro to respond to any request, initiate such legal action as Client deems appropriate at its own expense to attempt to limit discovery. If Client takes no action within the time permitted for Paro to respond, or if Client's action does not result in a judicial order instructing Paro not to supply the requested information, Paro may construe Client's inaction or failure as consent to comply with the request. If Paro is not a party to the proceeding in which the information is sought, Client agrees to reimburse Paro for its professional time and expenses, as well as the fees and expenses of Paros counsel, incurred in responding to such requests.

9. Return or Destruction of Property. Upon the expiration or termination of this Agreement, Paro will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client. If requested to do so by Client, Paro will destroy such property, documentation, records, or Confidential Information that is the property

of Client and certify to Client as to such destruction. In the event that this Agreement is terminated by the Client prior to completion of the Services, Paro will be entitled to recover from the site or premises where the Services were carried out, of any materials or equipment which is the property of Paro. Provided, however, that if Paro is required to retain documents for a term set forth by a particular issuing agency, Paro shall comply with the same, which shall be an express exception to its obligations to return or destroy property under this Section.

10. Relationship of Parties; Independent Contractor; Right of Substitution and

Assignment. In providing the Services under this Agreement it is expressly agreed that Paro is acting as an independent contractor and not as an employee. Paro and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for Paro during the Term. Paro is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to Paro under this Agreement. Except as otherwise provided in this Agreement, Paro will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. Paro will work autonomously and not at the direction of the Client. However, Paro will be responsive to the reasonable needs and concerns of the Client. Except as otherwise provided in this Agreement, Paro will provide at Paro's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement. Paro may engage any third parties to perform obligations of Paro under this Agreement. Client will not directly or indirectly, contact, bargain, deal with, become involved with, hire or engage any third parties, including the Paro's employees or contractors, to assist with the provision of the Services during the Term and for five (5) calendar years after expiration of this Agreement or its earlier termination. For the purposes of the indemnification clause of this Agreement, the sub-Paro is an agent of Paro.

11. Indemnification.

11.1. To the extent permitted by applicable law, Paro agrees to indemnify and hold harmless Client, and its directors, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever (collectively, "Losses"), which result from or arise out of: (i) any breach of this Agreement; (ii) any act or omission of Paro, or any of their respective directors, shareholders, officers, members, managers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement. Client specifically agrees and acknowledges that it shall indemnify and hold harmless Paro for all of Paro's out-of-pocket costs and expenses owed to any contractor in the event Client breaches this Agreement.

Phone: (770) 943-1666
Email: pconner@cityofpowdersprings.org

To Paro:

Paro Strategies, LLC
Attn: Ryan West
101 Creekside Crossing
Suite 1700-165
Brentwood, TN 37027
Phone: (229) 272-6079
Email: rwest@Parostrategies.com

14. **Miscellany.**

- 14.1. Integration and Modification. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party. This Agreement and all modifications thereto shall constitute the entire binding agreement and shall supersede all prior agreements, memorializations, understandings, representations, and warranties made between the Parties regarding the subject matter of this Agreement.
- 14.2. Time is of the Essence. Time is of the essence in this Agreement. No extension or variation of this Agreement shall operate to waive this provision.
- 14.3. Successors and Assigns. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, Paro and permitted successors and assigns.
- 14.4. Titles/Headings. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
- 14.5. Singular, Plural, and Gendered Terms. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 14.6. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.
- 14.7. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

14.8. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

14.9. No Third-Party Beneficiaries. This Agreement shall not create any right, obligation, or otherwise contractually bind or effect any third-party who is not a signatory hereto.

14.10. Joint Construction. In the event this Agreement is construed by an arbitrator, court of competent jurisdiction, or Governmental Agency, it shall be construed as if drafted jointly with no inferences being made in favor of either party.

[Arbitration Clause and Signatures to Follow]

Arbitration and Dispute Resolution Procedures

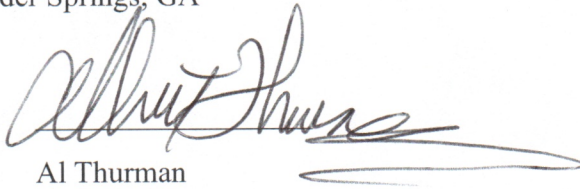
Any dispute, controversy, claim, or cause of action arising of or related to this Agreement, any breach or termination of the same, or any alleged violation of any federal, state, or local statute, regulation, law, or public policy, whether sounding in contract, tort, or statute, shall be resolved by binding Arbitration. Arbitration shall be administered by the American Arbitration Association Commercial Rules. Arbitration does not need to be administered by the American Arbitration Association, and can be administered through private arbitration if Client and Paro agree. However, such private arbitration shall still proceed and be governed by the American Arbitration Association Commercial Rules. Client and Paro shall agree on the selection of the arbitrator who shall preside and administer arbitration. However, if Client and Arbitrator cannot agree, then, an arbitrator shall be selected in the manner prescribed by the American Arbitration Association Commercial Rules. The laws of the State of Georgia shall govern the presentation of evidence and shall govern over the procedural matters during arbitration. Any arbitration shall take place in Fulton County, Georgia. An award rendered by the arbitrator shall be final and binding on all parties to the arbitration, and judgment on such award may be entered by either party in a court of competent jurisdiction over matters in Fulton County, Georgia.

THE PARTIES AGREE THAT THE PROVISIONS SET FORTH HEREIN SHALL OPERATE AS A WAIVER OF A RIGHT TO A TRIAL BY JURY.

CLIENT:

City of Powder Springs, GA

Signature:



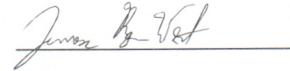
Name: Al Thurman

Title: Mayor

PARO:

Paro Strategies, LLC

Signature:



Name: J. Ryan West

Title: CEO

Exhibit A — Grant Management Services

(NOTE: This is an example for Exhibit A of this contract proposal.)**

Task Order Contract: Grant Management Services

Client / Order #: _____ / _____

Date: _____, 202__ (the “Effective Date”)

The **Master Services Agreement by and between Paro Strategies, LLC** and _____, dated June __, 2023 (“**Master Services Agreement**”) is hereby amended to include this Task Work Order No. __ (“**Task Work Order**”).

Task Description: Paro Strategies will provide Grant Management Services, upon receiving approval, for Economic Development Planning grant funding, Program ID 11.504, Department of Economic Development. **(**NOTE: This is an example for Exhibit A of this contract proposal for a specific grant program that may or may not be application to the Client currently under consideration.)**

Compensation: Client shall pay to Paro the amounts set forth in the Master Services Agreement for Grant Management Services. The fee associated with this Task Work Order No. __ shall be paid to Paro in accordance to the following schedule:

- 1.
- 2.

Deliverables of Task Order: Paro Strategies will provide Grant Management Services, limited to the following deliverables:

- 1.
- 2.

Effect of Task Work Order. Except as specifically amended by this Task Work Order No. __, the Master Service Agreement shall continue in full force and effect, as may be amended or modified by other Task Work Orders from time to time. In the event of any conflict between the provisions of this Task Work Order and the provisions of the Master Services Agreement, the provisions of this Task Work Order shall prevail. From and after the Effective Date, any references to the Master Services Agreement or to any provision contained in the Master Services Agreement shall be deemed a reference to the Master Services Agreement as amended by this Task Work Order.

CLIENT:

Signature: _____

Name: _____

Title: _____

PARO:

Paro Strategiess, LLC

Signature: _____

Name: _____

Title: _____