

waterTALENT
Professional Services Agreement

This Professional Services Agreement (“Agreement”) is entered into on June 17, 2026 (the “Effective Date”), by and between waterTALENT, LLC, a California limited liability company (“waterTALENT”), with offices at 15233 Ventura Blvd. Suite 615, Sherman Oaks, CA (“Client”).

RECITALS

WHEREAS, waterTALENT is in the business of providing specialty technical staffing services to accommodate utilities and industries with temporary and temporary-to-hire operators who are experienced in waste water treatment, water treatment, and water distribution.

WHEREAS, Client desires to retain waterTALENT to utilize the specialty technical staffing services provided by waterTALENT and Temporary Employees, as defined below.

NOW, THEREFORE, in consideration of the parties’ mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES

- 1.1. waterTALENT agrees to provide Client with specialty technical staffing services as may be assigned from time to time, in writing by the Client. Personnel provided by waterTALENT shall be referenced in this Agreement in the singular as “Temporary Employee” or in the plural as “Temporary Employees.” Each such assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but not be limited to, a description of the nature and scope of services to be performed by waterTALENT Temporary Employee, the services fee schedule, the location of Premises where services will be performed, the name and title of direct supervisor provided by Client responsible for supervising the waterTALENT Temporary Employee, and the expected duration of the services.
- 1.2. Unless otherwise agreed, all services performed by a Temporary Employee shall be performed at Client’s business Premises, as set forth in a future Task Order. Client will not materially change the scope of services in the Task Order without prior written approval of waterTALENT, which shall not be unreasonably withheld or delayed. If Client makes non-material changes to the scope of services, it shall notify waterTALENT within two (2) business days. Client will not reassign or relocate a Temporary Employee without prior approval of waterTALENT. Client agrees to assume all liability for any third party claim to the extent caused by any reassignment, change in Task Order or relocation of any Temporary Employee without waterTALENT’s prior written approval.

2. COMPENSATION

- 2.1. In consideration for the services to be performed by waterTALENT, Client agrees to pay waterTALENT as provided for in each Task Order. Each Task Order shall specify a Fee Schedule for the hourly rate of waterTALENT services performed by Temporary Employee, which is set forth on an exhibit to be attached to each Task Order issued to Client. The hourly rate shall be based upon, but be not limited to, the nature of work to be performed, the risk level of such work, the technical skill level required of Temporary Employee, the level of responsibility of such work, and the duration of the Task Order.

- 2.2. waterTALENT shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by Client in writing.

3. TERM AND TERMINATION

- 3.1. This Agreement shall commence as of the date set forth above, and shall continue in full force and effect for two (2) years following the Effective Date (the "Initial Term") unless earlier terminated as provided herein.
- 3.2. Either party may terminate this Agreement at any time for any reason or no reason, by giving fourteen (14) days' notice in writing to the other party.
- 3.3. In the event that this Agreement is terminated prior to conclusion of the Initial Term, all fees, costs and reimbursements owed, due, accrued, or earned as provided in this Agreement remain owed, due, accrued, or earned and shall be paid within ten days after termination. Further, any and all provisions in the Agreement regarding Proprietary Software, Non-Solicitation, Confidentiality, Work Product and Indemnification shall continue in full force and effect through the period of the Initial Term.
- 3.4. In the event of a declared Federal or State emergency, where the waterTALENT Temporary Employee on assignment with Client is determined to possess skills critical to the response to said disaster response, either natural or manmade, waterTALENT reserves the right to remove Temporary Employee from Client site to redeploy to the emergency scenario provided notice is immediately provided to Client. In such a circumstance, waterTALENT shall use its best efforts to identify a replacement for Client. Any and all fees incurred by Client from waterTALENT shall be suspended until a qualified replacement is provided.

4. PREQUALIFICATION OF TEMPORARY EMPLOYEES

- 4.1. waterTALENT shall complete the following verifications for all Temporary Employees: I-9 verification; Confirmation of specified professional certifications; Confirmation of professional references
- 4.2. waterTALENT may also complete any other screening as it deems necessary to determine the qualifications and suitability of the Temporary Employees. Professional reference checks for Temporary Employees shall be based solely upon application information provided by the Temporary Employees. waterTALENT shall be entitled to rely upon any and all information received from Temporary Employees and their references with respect to such Temporary Employees.
- 4.3. waterTALENT shall arrange for third party verifications which will include a criminal background check from all counties, states and federal territories where the applicant has lived in the past 7 years. These third party verifications also search all names the applicant has identified to waterTALENT as having been used in the past. waterTALENT will also request and review a driving record in the states where the applicant has indicated a license has been issued for the 7 years prior to application. Each potential Temporary Employee must submit to a full 10 panel drug test which includes Amphetamines, Cocaine, Marijuana, Opiate, Phencyclidine PCP, Barbiturates, Benzodiazepine, Methadone, Propoxyphene, and Methaqualone. waterTALENT may revise its verification and testing procedures as it determines appropriate.

- 4.4. Except as specifically provided herein or mutually agreed upon between Client and waterTALENT, waterTALENT shall not provide or conduct any other background, reference or qualification checks or testing.

5. COMPENSATION OF TEMPORARY EMPLOYEES

- 5.1. waterTALENT shall be responsible for the compensation of its Temporary Employees, including payment of wages, applicable federal, state and local taxes, and the payment of any required insurance (FUTA, SDI, Unemployment Insurance). waterTALENT shall be solely responsible for any insurance premium payments for Workers' Compensation, disability, or other insurance, which is imposed upon waterTALENT and required as a consequence of waterTALENT's employment of Temporary Employees under this Agreement. waterTALENT agrees to hold Client harmless from all applicable federal, state and local taxes relating to income tax withholding, unemployment taxes, FUTA, SDI, and state unemployment insurance imposed upon waterTALENT for wages paid by waterTALENT to Temporary Employees.

6. SUPERVISION OF TEMPORARY EMPLOYEES

- 6.1. waterTALENT agrees to provide supervision and the necessary general training and basic PPE for its employees to ensure the delivery of the agreed upon services as outlined in each task order. Client agrees to provide orientation and site-specific information in order for Temporary Employee to safely and properly carry out their assigned scope of services. Client agrees that Temporary Employees shall not be permitted, without express advance written approval by an officer of waterTALENT, while on Client's business Premises or providing services to Client, to (a) engage in travel or otherwise operate a motor vehicle or any motorized equipment on behalf of Client, (b) handle cash or negotiable instruments, (c) be permitted unsupervised or uncontrolled access to confidential or proprietary information, (d) be permitted unsupervised access to or control of the Client's Premises, (e) remove any property of Client from Client's business Premises, (f) consume any alcohol, or (g) consume drugs, unless advance written authorization is provided by a physician, while the Temporary Employees are on assignment to Client.
- 6.2. In the event written approval is granted by waterTALENT for item (a) the operation of a Client motor vehicle or motorized equipment in support of the execution of the scope of services, Client shall provide copies of current motor vehicle or motorized equipment maintenance logs, registration, and proof of insurance for any motor vehicle or motorized equipment that Temporary Employee is charged with operating in the execution of the scope of the services. Client shall provide written authority to Temporary Employee certifying that Temporary Employee is authorized by Client to operate any motor vehicle or motorized equipment for the duration of the assignment.
- 6.3. Client shall not pay Temporary Employees other than through its payments to waterTALENT under this Agreement, or advance any funds to them.

7. WORK ENVIRONMENT FOR TEMPORARY EMPLOYEES; EQUAL OPPORTUNITY

- 7.1. Client agrees to comply with all applicable laws and ordinances relating to work site health and safety, and agrees to provide Temporary Employees a safe and healthful workplace, notices and training required by the Hazardous Communications Standard established by the Occupational Safety and Health Administration ("OSHA"), California Fair Employment and Housing Act,

Title VII, and any other law applicable to employees. Client agrees that it shall have in place at all times during the term of this Agreement an ongoing safety program in compliance with all applicable state and federal laws. In particular, California employers with any outdoor places of employment must comply with the Heat Illness Prevention Standard - Title 8 California Code of Regulations (T8 CCR) Section 3395.

- 7.2. Client agrees to indemnify, defend and hold harmless waterTALENT for claims, damages or penalties arising out of its violations of the Occupational Safety and Health Act of 1970, or any similar state law and any and all regulations, rules or orders adopted thereunder with respect to workplaces owned, leased or supervised by Client, and/or to which waterTALENT employees are assigned.
- 7.3. In the event of an accident, medical treatment, serious illness or injury, or death involving a waterTALENT employee assigned to Client, Client shall notify waterTALENT immediately. For any serious injury, illness or death, of a waterTALENT employee occurring in a place of employment or in connection with a Temporary Employee, Client shall report immediately, by telephone or fax, to the nearest OSHA office and shall make the report on behalf of both waterTALENT and Client. Client shall provide to OSHA all information required by applicable law, as well as waterTALENT's name, address, phone number and contact person, and the waterTALENT employee's name. Client shall notify waterTALENT concurrently with or, if that is not possible, immediately after the report has been made.
- 7.4. waterTALENT is an equal opportunity employer and actively supports federal, state and local laws prohibiting discrimination in employment practices because of race, color, religion, sex, age, handicap, marital status, Vietnam Era and/or special disabled veteran status, national origin, sexual orientation, or any other classification protected by law, and waterTALENT further complies with any and all other federal, state and local employment laws and regulations (including those pertaining to family and medical leave and other fair employment practices), including but not limited to the Equal Opportunity Clause in 41 C.F.R. Section 60-1.4 (all of the foregoing being collectively referred to as the "Employment Obligations"). Client hereby agrees to comply with all of the Employment Obligations.

8. TERMINATION OF TEMPORARY EMPLOYEE JOB ASSIGNMENT OR REASSIGNMENT OF TEMPORARY EMPLOYEE BY WATERTALENT

- 8.1. Client acknowledges that waterTALENT has the sole and exclusive right to terminate the assignment of any Temporary Employee, or to reassign any Temporary Employee to other positions including positions with other clients of waterTALENT. Client may notify waterTALENT at any time of Client's request that any Temporary Employee with whom Client is not satisfied be removed from a particular assignment or from performing services at Client altogether.

9. WATERTALENT AS INDEPENDENT CONTRACTOR

- 9.1. waterTALENT shall be considered for all purposes to be an independent contractor of Client and nothing in this Agreement shall be construed to create a partnership, employment relationship, joint venture or enterprise between waterTALENT, and Temporary Employees, and Client.
- 9.2. waterTALENT acknowledges that certain Temporary Employees assigned to Client may be retirees subject to post-retirement employment restrictions under applicable California law,

including, without limitation, those imposed by the California Public Employees' Retirement System ("CalPERS"). waterTALENT shall be solely responsible for determining whether any Temporary Employee assigned to Client is a CalPERS retiree and, if so, identifying any limitations applicable to such individual's assignment, including but not limited to restrictions on hours worked, compensation, appointment, or duration of service (hereinafter, "Restrictions"). waterTALENT shall notify Client in writing, prior to the commencement of any assignment (or promptly upon discovery), of any Restrictions and shall ensure that all services performed by such Temporary Employee comply with all applicable laws, rules, and regulations relating to post-retirement employment.

waterTALENT shall defend, indemnify and hold harmless Client and its board members, officers, officials, employees and agents from and against any and all claims, liabilities, losses, damages, expenses and costs (including reasonable attorneys' fees and litigation costs), arising out of or related to waterTALENT's failure to properly determine such status, to timely inform Client of applicable Restrictions, or to ensure its compliance with the requirements of this Section 9.2 in connection with services performed under this Agreement, except to the extent caused by the sole negligence or willful misconduct of Client.

10. PROPRIETARY SOFTWARE

- 10.1. To satisfy Client's Temporary Employee requirements, data and invoices may be generated using waterTALENT's proprietary or licensed software to which Client and Temporary Employees may have access. Client agrees that waterTALENT software, including its data formats and any other related information pertaining to the software and its functions, shall remain the exclusive property of waterTALENT or licensor, and shall not be duplicated, copied or disclosed, or utilized for any other purpose.

11. PRICING, INVOICING AND PAYMENT

- 11.1. waterTALENT shall invoice Client weekly following the Client approval of Temporary Employee's approved hours and charges of work completed and agreed upon other direct charges. Client agrees to pay such invoices net thirty (30) days of receipt of invoice. Any invoice that is not paid in full within thirty (30) days after the invoice due date will bear default interest of the lesser of one and one-half percent (10%) per year or the highest amount allowed by law. Client shall pay any such default charges and any costs incurred by waterTALENT in collecting its fees and costs.
- 11.2. Rates and fees under this Agreement may be increased upon written notice to include any increase or addition of any government imposed taxes, fees or costs, including costs incurred in complying with applicable laws, rules and regulations, imposed after the Effective Date.
- 11.3. In addition to the payment provisions set forth in the applicable Task Order, waterTALENT shall be entitled to reimbursement from Client for Other Direct Costs (ODC's) which may include meal per diems, housing, personal car mileage or car rental, airfare, etc by Temporary Employees whose residence is more than forty (40) miles from Client Business Premises. Since ODC's are determined and calculated on a per-assignment and per Temporary Employee basis, such ODC's shall be labeled in each individual Task Order under "Included Services" and will be factored into the standard hourly bill rate.
- 11.4. Client's payment method (Please check a box).

- Check
- ACH Wires

12. COMPLIANCE WITH LAW

12.1. Client agrees to comply with all applicable local, state and federal laws, rules, regulations and orders. Without limiting the foregoing, Client will comply with all applicable laws, federal and state, pertaining to labor and employment, including but not limited to Title VII of the 1964 Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Immigration Reform and Control Act, the California Fair Employment and Housing Act, the California Labor Code and California Industrial Welfare Orders, and all laws governing acts of sexual harassment or discrimination in the workplace. waterTALENT shall incur no liability with regard to any alleged violation of laws by Client.

13. UNAUTHORIZED CONVERSION OF TEMPORARY EMPLOYEE BY CLIENT; NON-SOLICITATION

13.1. Client understands that Temporary Employees are assigned to Client to render temporary services, and absent agreement to the contrary, are not assigned to become employees of Client. Client acknowledges that considerable expense is incurred by waterTALENT to advertise, recruit, evaluate, train, screen, and provide appropriate quality controls relative to Temporary Employees.

13.2. Accordingly, Client will not, without the prior written consent of waterTALENT, which may be granted or withheld in waterTALENT's sole discretion, solicit a Temporary Employee for employment other than through waterTALENT, interfere with the employment relationship between waterTALENT and Temporary Employees, or directly or indirectly cause a Temporary Employee to transfer to another temporary staffing service.

13.3. If Client, either directly or indirectly, including through any company or entity within Client's control or a company affiliated with Client, hires a Temporary Employee of waterTALENT as an employee, consultant, independent contractor of Client, or utilizes the Temporary Employee's services through another temporary or outsourcing service during such Temporary Employee's employment by waterTALENT or an affiliate of waterTALENT, or within twelve (12) months after conclusion of this person's temporary assignment by waterTALENT at Client, Client agrees to pay waterTALENT a direct hire/conversion fee stipulated by the parties to be set forth in a Fee Schedule to be amended to this agreement or, in the case of a direct placement or temp-to-hire conversion, a fee equal to twenty-five percent (25%) of the employee's annualized wage or salary offered to Temporary Employee by Client. If the offer to Temporary Employee is not considered full-time, the conversion fee shall be calculated by the average amount of hours worked on a weekly basis then annualized on a schedule for a 12-month/52-week period.

14. INSURANCE

14.1. waterTALENT shall provide all pertinent and necessary insurance at its own cost and expense, which shall include:

14.1.1. \$1,000,000 Workers' Compensation insurance as prescribed by the law of the state(s) in which the work is performed (CA);

- 14.1.2. Professional Liability insurance with limits of at least \$5,000,000 Per Occurrence / \$5,000,000 Aggregate; and
 - 14.1.3. Contractor's Pollution Liability insurance with limits of \$5,000,000 Per Occurrence / \$5,000,000 Aggregate; and
 - 14.1.4. Commercial General Liability insurance with limits of at least \$5,000,000 Per Occurrence / \$5,000,000 Aggregate; and
 - 14.1.5. Commercial Auto Liability insurance for hired and non-owned Autos of \$1,000,000 Per Accident; and
 - 14.1.6. Commercial Umbrella Liability/Excess Liability of \$1,000,000 Per Occurrence / \$1,000,000 Aggregate (Professional, Pollution, General, & Auto Liability).
 - 14.1.7. Cyber Liability insurance with a limit of \$1,000,000;
- 14.2. Client shall agree to list waterTALENT, LLC under their General Liability Policy as an additional insured prior to any Temporary Employee working at a Client site.
- 14.3. The above Insurance coverages are considered unencumbered. This entails each set of limitations as set forth above shall apply to each individual Temporary Employee's deployment and shall not be combined or shared with another Temporary Employee's deployment.

15. CONFIDENTIALITY

- 15.1. During the performance of this Agreement, it may be necessary for the parties to provide confidential or proprietary information to one another. The parties agree that such information will be held in strict confidence by the receiving party and will not be disclosed by the receiving party to any third party, or used by the receiving party for its own purposes, except to the extent that such disclosure or use is necessary in the performance by the receiving party of its obligations under this Agreement. No information shall be subject to protection of this section if such information is:
- 15.1.1. or becomes publicly available other than through a breach of this Agreement by the party seeking to disclose the information;
 - 15.1.2. proven to be already known to or rightfully in the possession of a party or its personnel at the time of disclosure;
 - 15.1.3. or becomes known or developed by the receiving party independently of the confidential and/or proprietary information of the other party;
 - 15.1.4. subject to disclosure pursuant the California Public Records Act ("CPRA"), provided that in the event of a request including such information, the District shall notify waterTALENT with two (2) business days of identifying such information may be subject to disclosure and provide waterTALENT with a specific and reasonable time frame to object to the disclosure on identified grounds applicable under the CPRA. In such case, waterTALENT agrees, to the maximum extent permitted by law, to hold harmless, defend, and indemnify Client and its board members, officers, officials, employees from and against any and all liabilities,

losses, damages, expenses, and costs (including without limitation attorneys fees and costs of litigation) of every nature arising out of or in connection with a failure, or alleged failure, to disclose such information under the CPRA, except to the extent such loss or damage was caused by the sole negligence or willful misconduct of Client; or

15.1.5. released in response to a subpoena, court order or other legal process, provided that the party receiving the subpoena or subject to court order or other legal process shall notify the other party and provide such party with an opportunity to seek a protective order preventing disclosure of such information, and in any event, the party subject to such subpoena, court order or other legal process shall disclose only such information as is necessary to comply therewith.

15.2. Neither party shall be liable, however, for inadvertent or accidental disclosure of such information if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve and safeguard its own proprietary information. The receiving party upon the request of the disclosing party will return all writings or documents that contain information subject to the protections of this subsection.

16. WORK PRODUCT

16.1. waterTALENT agrees that all inventions, innovations or improvements, including copyright in any product, software, reports, surveys, marketing, promotional and collateral material prepared by the Temporary Employee assigned to the Client pursuant to the terms of this Agreement shall be the exclusive property of the Client. waterTALENT acknowledges and agrees that the work product shall be considered a work made for hire within the meaning of the patent and copyright laws of the United States and that Client is entitled, as author thereof, to the copyright and all rights therein, including, but not limited to the right to make such changes therein and such uses thereof, as it may determine in its sole and absolute discretion; provided, that under no circumstances shall a Temporary Employee be considered an employee of Client. Under this provision, waterTALENT assigns, and shall cause Temporary Employees to assign, all right, title, and interest in all Work Product to Client.

17. PERSONAL INFORMATION

17.1. This Agreement is made on the basis that each party is entitled to assume that the other has complied and will continue to comply with its obligations arising from data protection and privacy laws in force from time to time to the extent applicable to this Agreement and the scope of services detailed in the Task Order. The parties acknowledge that any use or processing by waterTALENT of Personal Information, which is defined as "any information relating to an identified or identifiable individual that is subject to applicable data protection, privacy or other similar laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996" shall be done solely on behalf of Client and for Client's purposes and waterTALENT shall deal with such Personal Information only in accordance with such reasonable instructions as Client may from time to time provide or as reasonably necessary for the purpose of providing the services contemplated hereby. waterTALENT shall take such technical and organizational measures as it has determined appropriate to guard against unauthorized or unlawful processing of Personal Information and against accidental loss or destruction of, or damage to, Personal Information in accordance with applicable law.

18. INDEMNIFICATION

- 18.1. waterTALENT shall defend, indemnify and hold harmless Client and its subsidiaries and related entities, and all of their respective officers, directors, shareholders, employees, agents and representatives (collectively, “**Client Parties**”) from and against any and all liabilities, losses, claims, injuries, suits, judgments, expenses, fines, interest or penalties (collectively, “**Losses**”) to the extent caused by waterTALENT’s failure to comply with the terms of this Agreement or negligence or willful misconduct of waterTALENT, for Losses arising from the usual and customary business of waterTALENT to an amount no greater than \$5 million dollars.
- 18.2. Client shall defend, indemnify and hold harmless waterTALENT and its subsidiaries and related entities, and all of their respective officers, directors, shareholders, employees, agents, and representatives (collectively, “waterTALENT Parties”) from and against any and all Losses to the extent caused by Client’s failure to comply with the terms of this Agreement or negligence or willful misconduct of Client, for Losses arising from the usual and customary business of Client. Despite anything to the contrary in this Agreement, Client shall indemnify, defend and hold harmless waterTALENT Parties from and against any and all Losses arising out of claims that any member of Client Parties, under the control of Client, sexually harassed or in any way discriminated against any Temporary Employee.
- 18.3. To the maximum extent permitted by applicable law, no member of Client Parties or waterTALENT Parties shall have any liability for any indirect, consequential, special or incidental damages, damages for loss of profits or revenues, whether in an action in contract or tort, even if such party has been advised of the possibility of such damages, unless such party has engaged in willful misconduct or the damages arise from a third party claim for which a party is entitled to indemnification in this Agreement.

19. AUDIT RIGHTS

- 19.1. Client shall have the right to audit timekeeping and billing records maintained by waterTALENT for services provided to Client, upon reasonable notice to waterTALENT. Such audit shall be performed at the corporate headquarters of waterTALENT located in Los Angeles, California.

20. ARBITRATION

- 20.1. Any claim of breach or non-compliance with any provision of this Agreement and all claims, in law or equity, arising out of this Agreement, shall be resolved by binding arbitration before Judicial Arbitration and Mediation Service before one arbitrator, to be conducted at its office located in Los Angeles, California. Arbitration shall be commenced by written demand of either party to the other, with a copy of the written demand being sent to Judicial Arbitration and Mediation Service, identifying the issue to be arbitrated and the claim of the party. If any party who is required to sign the petition to arbitrate refuses or fails to sign said petition, any of the remaining parties may petition alone for arbitration of the dispute before a single arbitrator with Judicial Arbitration and Mediation Service or may petition the appropriate judicial tribunal for an Order Compelling Arbitration. The parties shall jointly select an arbitrator from the list of arbitrators provided by Judicial Arbitration and Mediation Service. If the parties are unable to select an arbitrator from the Judicial Arbitration and Mediation Service list of available arbitrators, within ten (10) business days, the arbitrator shall be appointed by Judicial Arbitration and Mediation Service. Arbitration hearing shall take place on a date and time selected by the parties, or, in the event that the parties cannot agree, on the date and time selected by the

arbitrator. Discovery shall be permitted as authorized by the arbitrator. The successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that arbitration proceeding, in addition to any other relief to which it or they may be entitled. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

21. OTHER TERMS

- 21.1. This Agreement, its interpretation and all work performed under this Agreement, shall be governed by the laws of the State of California. Any arbitration concerning this Agreement, or the parties' rights or obligations pursuant hereto shall be instituted in the County of Los Angeles, California. The parties hereby waive any rights they may have to a change of venue.
- 21.2. waterTALENT reserves the right to enter into one or more contracts with one or more third party providers to provide Temporary Employees at any time.
- 21.3. This Agreement may not be assigned by either party without the express written consent of the other party.
- 21.4. Neither party will be responsible for any failure or delay in performing any of its obligations under this Agreement or any Task Order due to causes beyond its reasonable control, and such obligations will be suspended for the period during which a fire, flood, war, natural disaster, earthquake, other acts of God, riots, new laws which prevent the carrying out of the Services, or the results of terrorist activity prevent the affected party from performing its obligations under this Agreement or any Task Order. A party affected by a force majeure event shall promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.
- 21.5. Neither this Agreement nor any Task Order is intended to confer any rights or benefit on any third party.
- 21.6. Each party represents and warrants that the individual executing this Agreement on its behalf is duly authorized to so execute this Agreement, and this Agreement, when executed and delivered by such party, shall constitute the valid and binding agreement of such party, enforceable in accordance with its terms. In the event that any provision of this Agreement shall be unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect.
- 21.7. This Agreement is subject to amendment only by the written agreement of all of the parties hereto. Any amendment or modification of this Agreement shall be dated, and where any conflict arises between the provisions incorporated in earlier documents, the most recent provisions shall be controlling.
- 21.8. Multiple copies of this Agreement may be executed, each of which shall be deemed to be an original. An electronic copy of this entire Agreement, including the signature page(s), shall be deemed an original.
- 21.9. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. It contains all of the covenants, conditions and agreements between the parties with respect to the subject matter. Each party to this

Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promises not contained herein shall be valid or binding. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the parties to the Agreement.

21.10. The captions of paragraphs of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.

21.11. A waiver of the breach of any covenant, condition, or promise of this Agreement shall not be deemed a waiver of any succeeding breach of the same or any other covenant, condition, or promise of this Agreement. No waiver shall be deemed to have been given, unless given in writing and in compliance with the “Notices” paragraph herein below recited.

21.12. In the event that any party herein commences any legal or equitable action or other proceeding, including without limitation, arbitration, an action for declaratory relief or any other form of relief, or to enforce, interpret, reform, rescind, or in any other manner affect the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees which may be set by the arbitrator or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.

21.13. All representations and warranties made herein shall survive the execution of this Agreement.

21.14. All notices under this Agreement shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express or other recognized overnight courier service, and addressed to the party to be notified at their address set forth below. All notices and other communications required or permitted under this Agreement shall be deemed given when delivered personally, or one (1) day after being deposited with Federal Express or other recognized overnight courier service, or five (5) days after being deposited in the United States mail, postage prepaid and addressed as follows, or to such other address as each party may designate in writing:

<u>For waterTALENT:</u>	<u>For Client:</u>
Name: Tyler Reifert	Name: Joshua Basin Water District
Title: President	Title: General Manager
Address: 15233 Ventura Blvd. Suite 615 Sherman Oaks, CA 91403	Address: 61750 Chollita Rd Joshua Tree, CA 92252
Email: treifert@watertalent.net	Email: sjohnson@jbwd.com
Phone: (424) 832-7217	Phone: 760-366-8438
Fax: (424) 832-7018	Fax: N/A

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

waterTALENT, LLC

Joshua Basin Water District

For waterTALENT:

For Client:

Tyler Reifert
Printed Name

Sarah Johnson
Printed Name

President

Title

General Manager

Title

Signature

Signature

Date

Date