

**ENERGY PATH SOLUTIONS**  
**MASTER AGREEMENT**

**THIS MASTER AGREEMENT (the “Agreement”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between ENERGY PATH SOLUTIONS, a Tennessee corporation (“EPS”), and \_\_\_\_\_, a \_\_\_\_\_ (the “Customer”).

**NOW, THEREFORE**, Customer and EPS agree to the following terms and conditions:

**1. ACCEPTANCE.** This Agreement, when accepted by the Customer, will constitute a bona fide contract between EPS and Customer, subject to all terms and conditions to follow. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this Agreement.

**2. SCOPE OF SERVICES; WORK ORDER.** EPS shall perform the services (the “Services”) specifically described in the work order between Customer and EPS dated \_\_\_\_\_ (the “Work Order”), as supplemented and amended. Any additional services or work requested by Customer, or as deemed necessary by EPS, shall be agreed upon by Customer and EPS in writing prior to the performance of any and all work for the additional services.

**3. MATERIALS AND EQUIPMENT.** EPS shall supply and sell to Customer the materials and equipment (the “Materials and Equipment”) necessary for the completion of the Services specifically described in the Work Order. Any additional materials or equipment requested by Customer, or as deemed necessary by EPS, shall be agreed upon by Customer and EPS in writing.

**4. PURCHASE PRICE.** In consideration for EPS’s performance of the Services and Materials and Equipment, as described in the Work Order, Customer shall pay to EPS \_\_\_\_\_ and 00/100 (\$ \_\_\_\_\_ .00) (the “Purchase Price”).

**5. DEPOSIT.** On the Effective Date, Customer shall deposit with EPS \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_ .00) (the “Deposit”). The Deposit shall be non-refundable to Customer, but credited as a payment to the Purchase Price.

**6. METHOD OF PAYMENT.** Customer shall pay to EPS the Purchase Price in the method described below:

**(a)** Invoices will be submitted periodically for the Services performed and expenses incurred. Payment of each invoice will be due within thirty (30) days of Customer’s receipt, except invoices related to Gilbarco, tanks, and canopies will be due within ten (10) days. The Customer shall also pay any applicable sales tax. If the Customer fails to make any payment due under this Agreement or any other agreement within the timeframes set forth above after EPS’s transmittal of its invoice, EPS may, after giving notice to the Customer, suspend Services and withhold Materials and Equipment until all amounts due are paid, and may charge the Customer twenty percent (20%) interest, or the maximum rate allowed by law, per month on past due invoice balances. Customer agrees to pay EPS reasonable attorney’s fees and court costs if Customer’s account is placed in the hands of an attorney for collection.

(b) The rate of retainage shall be equal to ten percent (5%) of the invoice payments described above (the “**Retainage Fees**”) and held by EPS. Once the Services set forth in the Work Order are substantially complete, Customer shall release the Retainage Fees to EPS.

(c) The Customer will remit all payments electronically to:

\_\_\_\_\_  
\_\_\_\_\_

(d) The Customer will send the project number, invoice number and other remittance information by e-mail to \_\_\_\_\_ at the time of payment.

(e) If the Customer relies on payment or proceeds from a third party to pay EPS and Customer does not pay EPS's invoice within the timeframes set for above in Section 6(a) receipt, EPS may communicate directly with such third party to secure payment.

(f) If the Customer objects to an invoice, it must advise EPS in writing giving its reasons within fourteen (14) days of receipt of the invoice or the Customer's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Customer objects to only a portion of the invoice, payment for all other portions remains due.

(g) If EPS initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

(h) On Mastercard and Visa, a 3% surcharge (the “**Service Fee**”) shall be added to all credit card transactions. On American Express a 4% surcharge (the “**Service Fee**”) shall be added to all credit card transactions.

(i) On all ACH transactions a 0.75% surcharge (the “**Service Fee**”) per \$100.00 shall be added to all ACH transactions.

7. **TERM.** The term of this Agreement shall be the period from the Effective Date through \_\_\_\_\_ (the “**Term**”). EPS shall begin providing the Services on the Effective Date. This Agreement assumes conditions permitting continuous and orderly progress through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that EPS does not control. If such delay or suspension extends for more than six (6) months, EPS's compensation shall be renegotiated.

8. **CUSTOMER'S OBLIGATIONS.** In addition to other responsibilities herein or imposed by law, the Customer shall perform the following obligations (the “**Customer's Obligations**”):

(a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Customer's decisions.

- (b) Provide all information and criteria as to the Customer's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide EPS all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which EPS may rely upon.
- (d) Arrange for access to the site and other property as required for EPS to provide its services.
- (e) Review all documents or reports presented by EPS and communicate decisions pertaining thereto within a reasonable time so as not to delay EPS.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Customer.
- (h) Give prompt written notice to EPS whenever the Customer becomes aware of any development that affects EPS's services or any defect or noncompliance in any aspect of the project.

Notwithstanding the foregoing, any failure of Customer to timely perform the above Customer's Obligations may result in the delay of the completion of the Services and shall not be deemed a breach by EPS of a breach of this Agreement.

**9. USE OF DELIVERABLES.** All documents, data, and other deliverables prepared by EPS are related exclusively to the Services described in this Agreement and may be used only if the Customer has satisfied all of its obligations under this Agreement. The above referenced deliverables are not intended or represented to be suitable for use or reuse by the Customer or others on extensions of this project or on any other project. Any modifications by the Customer to any of EPS's deliverables, or any reuse of the deliverables without written authorization by Customer will be at the Customer's sole risk and without liability to EPS, and the Customer shall indemnify, defend and hold EPS harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. EPS's electronic files and source code remain the property of EPS and shall be provided to the Customer only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Customer and use of them is at the Customer's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by EPS, the hardcopy shall govern.

**10. INTELLECTUAL PROPERTY.** EPS may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by EPS or its affiliates ("**Intellectual Property**") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Customer pursuant to the Agreement and use of such deliverables is governed by Section 8 above. Unless explicitly agreed to in writing by both parties to the contrary, EPS maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Customer. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by EPS and its affiliates.

11. **TERMINATION.** The obligation to provide the Services and the Materials and Equipment under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty (30) days' written notice for the convenience of the terminating party. EPS shall be paid for all of the Services rendered, Materials and Equipment supplied, and expenses incurred to the effective date of termination, and other reasonable expenses incurred by EPS as a result of such termination.

12. **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of providing the Services and Material and Equipment to the Customer, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of EPS and EPS's officers, directors, employees, agents, and subconsultants to the Customer or to anyone claiming by, through or under the Customer, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the Services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of EPS or EPS's officers, directors, employees, agents, and subconsultants, shall not exceed the total compensation received by EPS under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Customer or those claiming by or through the Customer, and nothing in this Section shall require the Customer to indemnify EPS.

13. **DELIVERY.** Delivery promises are contingent upon fire, strikes, accidents or other causes beyond our control. EPS shall endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading the Materials and Equipment. The Customer shall make a storage area available to the EPS, any necessary relocation of equipment or installation materials from this designated area will be at the Customer's expense.

14. **WARRANTY.** Materials and Equipment supplied by the EPS are guaranteed for one (1) year from the date of installation or delivery, ordinary use, wear and tear or damage from abuse or accident excepted. It is specially understood that products and parts not manufactured and Services not performed directly by EPS are warranted only to the extent EPS is able to enforce such warranty. In enforcing such warranty, it is understood EPS shall have no obligation to initiate litigation unless Customer undertakes to pay all costs and expenses therefore, including but not limited to attorney's fees, and indemnifies EPS against any liabilities to EPS's vendors arising out of such litigation. Sale of all original equipment manufactured (the "OEM") products are subject to the OEM'S limited warranty and limitations of liability. Under no circumstances shall either or OEM be liable for any indirect, consequential, incidental or special damages to include loss of profit, loss of product, or any cleanup costs associated with loss of product.

15. **EXCAVATING CLAUSE.** Excavation quotations are based on normal soil conditions. In the event any underground structures, cables, conduit, debris, rock, water or running sand are encountered, destroyed or damaged during the performance of the Agreement, EPS shall not be held responsible. Additional costs resulting shall be borne by the Customer but shall in no case exceed rated scales for labor and materials had the quotation originally been based on time and materials. Finished grades are to be established and verified by the Customer.

16. **FLOATING CLAUSE.** Customer will be responsible for filling all underground storage tanks installed by EPS with liquid ballast immediately upon setting tanks in excavations. EPS shall not be responsible for contamination or loss of the product used for ballast. In the event any tanks should float, the EPS shall be held blameless. All expenses for equipment, labor and materials to reinstall tanks shall be borne by the Customer.

17. **RELATED WORK.** Labor, materials and outside services for electrical, concrete, blacktop or sewer work, are not included in this Agreement unless specified.

18. **TAXES & LICENSES.** Prices quoted on all Materials and Equipment or repair parts are subject to federal, state, and municipal taxes and licenses, which may be in effect or which may be imposed prior to the actual shipment of any and all Materials and Equipment.

19. **PERMITS.** Unless otherwise specified, EPS shall furnish federal, state or Local Fire Marshal's and Building Department's Permits, Inspection fees, or approvals, if required.

20. **LIEN RIGHTS.** Purchaser further grants to the EPS a security interest in all goods, products or items including all inventory (collateral) hereafter purchased or acquired from EPS. The security interest so granted is intended to secure the payment of the unpaid Purchase Price pursuant to this Agreement. To protect all parties, a mechanics lien will be automatically filed where payment is not received according to the terms stated above.

21. **TITLE AND RISK OF LOSS.** Full risk of loss (including transportation delays and losses) shall pass to the Customer upon delivery of all Materials and Equipment to the F.O.B. point. However, EPS retains title, for security purposes only, to all Materials and Equipment until paid for in full in cash: and EPS may, at EPS's option, repossess the same, upon Customer's default in payment hereunder, and charge Customer with any deficiency.

22. **RETURNED MATERIALS AND EQUIPMENT.** All claims for shortages, corrections in prices or error must be made within five (5) days of receipts of Materials and Equipment. In no instance shall Materials and Equipment to be returned to EPS without the written approval of EPS or a sales manager of EPS's issuance of a credit memo. Any and all Materials and Equipment that are non-stocked items or are special ordered items shall be non-refundable and shall not be returned by Customer to EPS. Any and all Materials and Equipment that are stocked items that are returned by Customer to EPS will be subject to a twenty-five percent (25%) restocking charge. It is understood that no Materials and Equipment can be returned to EPS for credit without adhering to above conditions.

23. **NOTICES.** Any notice, request, demand, consent, approval and other communications under this Agreement shall be in writing and (a) delivered personally; (b) mailed by first class United States mail; (c) sent by nationally recognized overnight courier; or (d) sent by facsimile or other electronic transmission. All updated will be reflected on the EPS website and can be communicated via the site. The effective date of notice shall be (i) for any notice delivered in person, the date of delivery; (ii) for any notice by U.S. mail, the third (3<sup>rd</sup>) business day following the postmark date of such notice or other communication; (iii) for any notice by overnight courier, the next business day after deposit with the courier; and (iv) for any notice by facsimile or other electronic transmission, the day of such electronic transmission of such notice or other communication and confirmation of such transmission if transmitted and receipt is confirmed prior to 6:00 p.m. local Nashville, Tennessee time on a business day and otherwise shall be deemed effectively given or received on the first business day after the day of transmission of such notice and confirmation of such transmission, to the address for each party set forth below.

**EPS: ENERGY PATH SOLUTIONS**

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

**CUSTOMER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**24. ENTIRE CONTRACT.** This Agreement constitutes the entire agreement between EPS and Customer with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, altered, or modified orally, but only by an instrument in writing signed by each party hereto.

**25. TIME OF ESSENCE.** Time is of the essence of this Agreement and the performance hereof.

**26. APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

**27. COUNTERPARTS.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document, and all counterparts will constitute one and the same contract. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

**28. SUCCESSORS AND ASSIGNS; ASSIGNMENT.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives, successors and assigns. EPS may assign this Agreement and its rights and obligations hereunder. Customer may not assign this Agreement and its rights and obligations hereunder, without obtaining the EPS's prior written consent.

**29. REMOBILIZATION FEE.** In the event EPS must stop the Services set forth in the Work Order due to Customer's failure to make payments or any other reason as a result of Customer's actions or omissions, EPS may charge a remobilization fee to Customer in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) (the "**Remobilization Fee**").

**30. MEDIA POLICY.** Customer accepts and shall adhere to any and all media policies established by EPS.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, EPS has executed this Agreement as of the Effective Date first above written.

**EPS:**

**ENERGY PATH SOLUTIONS,**  
a Tennessee corporation

By: \_\_\_\_\_

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

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

**IN WITNESS WHEREOF**, Customer has executed this Agreement as of the Effective Date first above written.

**CUSTOMER:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

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

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

# **Exhibit “A”**

## **DESCRIPTION OF SERVICE**

**Addendum**

**Exhibit “B”**