

MASTER SERVICE AGREEMENT

Field Examination & Asset Verification Services

THIS MASTER SERVICE AGREEMENT ("Agreement") is made and entered into as of **[Date]** ("Effective Date"), by and between:

SERVICE PROVIDER: BronzeTech LLC A Limited Liability Company organized under the laws of Arizona Headquarters: Peoria, Arizona ("Consultant")

AND

CLIENT: [Bank / Lender Name] [Address] ("Lender")

1. SCOPE OF SERVICES

1.1 Engagement. Lender hereby engages Consultant to perform collateral field examinations, inventory verification, and asset audits ("Services") on various borrowers ("Borrowers") as requested by Lender from time to time.

1.2 Statements of Work (SOW). Each specific engagement will be defined by a separate **Engagement Letter** or **Statement of Work (SOW)** which shall specify: (a) the Borrower to be audited; (b) the Scope of the Exam (e.g., Test Count vs. Wall-to-Wall); (c) the dates of service; and (d) the applicable fees.

1.3 Independent Contractor. Consultant is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, or employment relationship between Lender and Consultant.

2. STANDARD OF CARE & DISCLAIMERS (THE "SHIELD")

2.1 Standard of Care. Consultant shall perform the Services with that degree of care, skill, and diligence normally provided by a professional field examination firm in the performance of similar services.

2.2 No Guarantee of Value or Solvency. Lender acknowledges that Consultant is **not an appraiser** and does not guarantee the market value, condition, or salability of any inventory or collateral. Consultant's reports are limited to the verification of existence and quantity based on the specific test counts performed.

2.3 Sampling Methodology (The "Miscount" Defense). Unless a "Wall-to-Wall" (100%) count is explicitly requested and paid for in the SOW, Consultant utilizes **statistical sampling methods** (e.g., testing high-value items and random samples). Lender acknowledges that sampling involves an inherent risk that variances existing outside the sample group may not be detected. **Consultant does not guarantee 100% accuracy of the Borrower's total inventory.**

2.4 Borrower Fraud & Misrepresentation. Consultant relies on data, records, and access provided by the Borrower. Consultant **shall not be liable** for any failure to detect fraud, concealment of assets, "hollow stacks," falsified records, or intentional misrepresentations made by the Borrower or its agents.

3. FEES, EXPENSES & PAYMENT

3.1 Fees. Fees will be billed in accordance with the SOW or Consultant's then-current **Fee Schedule** (e.g., Daily Rates per Squad).

3.2 Expenses. Lender agrees to reimburse Consultant for all reasonable out-of-pocket expenses incurred, including but not limited to:

- **Travel:** Mileage (IRS Rate or Zone Stipend), Airfare, Lodging, and Rental Cars.
- **Per Diem:** Standard daily rates for food/incidentals when overnight travel is required.

3.3 Payment Terms. Invoices are due **Net 30 Days** from the invoice date.

- **Late Fee:** Past due amounts shall accrue interest at the lesser of **1.5% per month** or the maximum rate permitted by Arizona law.
 - **Collection:** In the event of non-payment, Lender agrees to pay all costs of collection, including reasonable attorney's fees.
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4. INDEMNIFICATION & LIMITATION OF LIABILITY

4.1 Indemnification by Consultant. Consultant agrees to indemnify, defend, and hold harmless Lender from and against any third-party claims resulting directly from Consultant's **Gross Negligence** or **Willful Misconduct** (e.g., theft, assault, intentional falsification of reports).

4.2 LIMITATION OF LIABILITY (THE "CAP"). NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL CONSULTANT'S TOTAL AGGREGATE LIABILITY TO LENDER FOR ANY CLAIM ARISING OUT OF OR RELATING TO A SPECIFIC ENGAGEMENT EXCEED THE TOTAL PROFESSIONAL FEES PAID BY LENDER TO CONSULTANT FOR THAT SPECIFIC ENGAGEMENT.

4.3 Waiver of Consequential Damages. In no event shall Consultant be liable for indirect, special, incidental, or consequential damages (including **Lost Profits** or **Loan Losses**), even if Consultant has been advised of the possibility of such damages.

5. CONFIDENTIALITY

5.1 Definition. "Confidential Information" means all non-public information regarding the Lender's customers, loan portfolios, and the Borrower's business operations.

5.2 Protection. Consultant agrees to hold all confidential information in strict confidence and not to disclose it to any third party (other than Consultant's employees with a "Need to Know") without Lender's prior written consent.

6. NON-SOLICITATION

6.1 Employee Poaching. During the term of this Agreement and for **twelve (12) months** thereafter, Lender agrees not to directly solicit, recruit, or hire any of Consultant's employees (e.g., Senior Field Examiners) who provided services under this Agreement.

6.2 Liquidated Damages. If Lender violates Section 6.1, Lender agrees to pay Consultant a placement fee equal to **50% of the employee's annualized compensation**.

7. GENERAL PROVISIONS

7.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the **State of Arizona**, without regard to its conflict of laws principles.

7.2 Dispute Resolution. Any dispute arising under this Agreement shall be resolved first through good-faith negotiation. If unresolved, the dispute shall be submitted to binding arbitration in **Maricopa County, Arizona**.

7.3 Severability. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Master Service Agreement as of the Effective Date.

SERVICE PROVIDER: BronzeTech LLC

Signature: _____ Name: **Logan Johnson** Title: Managing Director

LENDER: [Bank Name]

Signature: _____

Name: _____

Title: _____

Date: _____