

AGREEMENT

This AGREEMENT, inclusive of Attachments "A", incorporated by reference herein, (hereinafter collectively referred to as the "Agreement"), is entered into this **26th day of July, 2022** between the New Jersey Manufacturing Extension Program, Inc., having a principal office at 2 Ridgedale Avenue, Suite 305, in Cedar Knolls, NJ 07927 (hereinafter "NJMEP") and **CohnReznick LLP**. (hereinafter the "Customer").

- 1. Entire Agreement.** The parties to the Agreement have read the terms of the Agreement and agree that this document constitutes the sole agreement of the parties with respect to the service/project: **CohnReznick LLP. & NJMEP 2022 Affiliate Proposal** described in the Project Scope of Work set forth in Attachment "A" hereto. The parties further agree that the Agreement supersedes any and all other verbal and/or written understandings or agreements with respect to the Project.
- 2. Term.** The term of the Agreement shall be **July 26th, 2022 through July 26, 2023**.
- 3. NJMEP's Obligations.** NJMEP agrees to provide and/or supply the services described in the Project Scope of Work set forth in Attachment "A" hereto, subject to the disclaimer set forth in Paragraph 17 hereof.
- 4. Consideration.** Customer agrees to pay NJMEP **\$1,000** for rendering the services described in the Project Scope of Work set forth in Attachment "A" hereto. NJMEP shall submit an invoice to Customer for NJMEP's performance of said services and charges therefore. Payment shall be due from Customer net 30 days of any invoice date. Payments received more than 30 days past the due date will be subject to late fees up to 5% of the invoice total and will accrue interest charges for each day late thereafter at the rate of 1% per month compounded daily.
Customer's payment(s) pursuant to this Paragraph shall be in accordance with the Payment Schedule set forth in Attachment "B" hereto.
- 5. Amendment.** The Agreement shall not be amended, modified or otherwise altered except upon the written consent of both parties, executed by representatives of the respective parties duly authorized to execute said amendment(s) and/or modification(s) on behalf of the respective parties.
- 6. Assignability.** The Agreement and the rights, interests and obligations created by it shall not be assigned, transferred or delegated in whole or in part by either party to any other person, firm, partnership, corporation or other entity without the prior written consent of both parties. Any purported assignment, transfer or delegation without the prior written consent required by this paragraph shall be void.
- 7. Severability.** In the event that one or more of the provisions contained in the Agreement shall, for any reason, be deemed illegal, invalid or unenforceable in any respect, said illegality, invalidity and/or unenforceability shall not be construed to affect the legality, validity and/or enforceability of any other provision of the Agreement.
- 8. Jurisdiction, Venue and Governing Law.** Each party to the Agreement consents to the jurisdiction of the Superior Court of New Jersey in any action or dispute arising out of the Agreement. The Agreement shall be deemed to have been made in the State of New Jersey, County of Morris and shall be governed, construed and interpreted in all respects in accordance with the laws of the State of New Jersey. The parties further agree that venue in any action or dispute brought hereunder shall be laid in the State of New Jersey, County of Morris.
- 9. Expiration and Termination** The Agreement shall expire upon NJMEP's completion of the services described in the Project Scope of Work set forth in Attachment "A" hereto and/or the conclusion of the term of the Agreement as set forth in Paragraph 2 hereof, whichever is earlier.
The Agreement may be terminated by either NJMEP or Customer upon thirty (30) days advance written notice to the other party. Subsequent to the giving of written notice as permitted by this paragraph, NJMEP shall have no further obligation to render services to the Customer and Customer shall only be obligated to pay for services rendered up to the point notification was received.
- 10. Non-Waiver of Breach or Default.** No waiver, or alleged waiver, by either party of any breach or default of any provision of the Agreement shall be deemed to constitute a waiver of any subsequent breach or default. Nor shall the existence of any claim or cause of action by either party against the other, whether predicated on the Agreement or otherwise, constitute a defense to either party's enforcement of any of the provision(s) herein.

- 11. NJMEP as Independent Contractor.** It is agreed that for any and all purposes under the Agreement, and in construing the Agreement, NJMEP shall be deemed an independent contractor, and not employee, of Customer.
- 12. Customer's Waiver.** Customer hereby waives any and all contract, tort and/or other claims and/or cause(s) of action against NJMEP as well as its officers, directors, employees and/or agents, arising out of the performance of the Agreement, except as specifically set forth herein. Customer further agrees that the sole recourse to which it shall be entitled for unsatisfactory performance of the services described in the Project Scope of Work set forth in Attachment "A" hereto, if any, shall be for NJMEP to re-perform the Services or to refund the consideration paid pursuant to Paragraph 5 hereof. Customer agrees that NJMEP shall not, under any circumstances, be liable for consequential or indirect damages including, but not limited to, business interruption(s) and/or loss of profits, irrespective of whether NJMEP was aware of any potential harm to Customer or such harm was foreseeable. The parties further agree that NJMEP shall not be held responsible for the actions, conduct, negligence and/or omissions of any third party and/or entity outside its control.
- 13. Successors.** With the exception of the prohibition on assignment contained herein, the Agreement shall be binding upon and inure to the benefit of any heirs, legatees and/or successors in interest of the respective parties. The Agreement shall further be binding upon any assignees of the respective parties if and when an assignment has been duly authorized pursuant to this paragraph.
- 14. Warranty of Authority.** Each of the individuals executing the Agreement on behalf of the respective parties hereto hereby warrants and represents that they have been duly authorized to execute and/or enter into the Agreement on behalf of the respective parties.
- 15. Paragraph Numbers & Headings.** The parties agree that any paragraph numbers and headings contained in the Agreement are used solely for purposes of convenience and are not intended to expand, restrict, define and/or otherwise affect the scope and/or substance of the provisions of the Agreement.
- 16. Disclaimer.** While NJMEP will engage in best efforts in connection with performance of its obligations pursuant to the Agreement, due to various factors outside the control of NJMEP, NJMEP cannot, and does not, represent and/or warrant that the services provided pursuant to the Agreement will meet and/or satisfy the Customer's business purposes, needs and/or requirements. Nor does NJMEP represent and/or warrant that said services will result in an increased profitability and/or efficiency in Customer's business.
- 17. Definitions.** Not Applicable
- 18. Notices.** All notices pursuant to the Agreement shall be sent registered mail to the following individuals:

For NJMEP:

John W. Kennedy, CEO & President
 NJMEP, Inc.
 2 Ridgedale Avenue
 Suite 305
 Cedar Knolls, NJ 07927

New Jersey Manufacturing Extension Program Inc.

John W. Kennedy

John W. Kennedy, CEO & President

DATE: 08/29/2022

RC

For Customer:

**Michael Brewster, Director, Marketing
 CohnReznick LLP.
 14 Sylvan Way 3rd floor,
 Parsippany-Troy Hills, NJ 07054**

CohnReznick LLP.

**Mike
 Brewster**

Digitally signed by Mike Brewster
 DN: cn=Mike Brewster, o=CohnReznick,
 ou=CohnReznick,
 email=michael.brewster@cohnreznick.com, c=US
 Date: 2022.08.16 09:32:57 -0400

Authorized Signature

DATE: 8/16/22

Attachment A Project Scope of Work

CohnReznick LLP. & NJMEP

2022 Affiliate Partnership Scope of Work

This proposal covers a CohnReznick LLP. & NJMEP 2022 Advertising / Sponsorship partnership and roadmap. It excludes any industry events like Manufacturing Day or Jersey Guys Golf Outing. Four (4) unique Advertising / Sponsorship opportunities are outlined; Elite NJMEP Affiliate Membership, Affiliate Introduction Presentation, New Jersey Devils Networking Events, and Manufacturing Matters Display Advertising.

The package presented here showcases a complete overview of these four (4) specific Advertising / Sponsorship opportunities. Each section can be modified to include or exclude individual offerings.

1.1.1 AFFILIATE MEMBERSHIP

ELITE AFFILIATE MEMBER SERVICE

NJMEP WEBSITE:

Your company profile, logo, and website link will appear on NJMEP's website.

NJMEP WORKSHOPS:

One person to attend NJMEP complementary workshops focusing on the needs of manufacturers.

NJMEP LOGO:

Market your company using NJMEP's logo on your company's promotional material. Affiliate of your firm with NJMEP links to a recognized organization representing the manufacturing industry.

TOTAL \$1,000*

20% of the Affiliate Membership fee can be donated to the 'Manufacturing Cares' food drive. Please request this additional line item with Mike Womack if you'd like to take part.

1.1.2 AFFILIATE INTRODUCTION PRESENTATION – ALL EMPLOYEE SALES MEETING

CohnReznick LLP. will be able to present in front of the entire NJMEP team. This is an opportunity to share information about CohnReznick LLP. that applies to NJMEP manufacturing clients. This presentation will include a Q&A section where NJMEP employees can engage with CohnReznick LLP. to ensure a clear understanding of how this new affiliate can offer value to NJMEP clients.

TOTAL: COMPLIMENTARY

1.1.3 NEW JERSEY DEVILS – NETWORKING EVENT SINGLE INVITATION

CohnReznick LLP. will have a single invitation to a New Jersey Devils Networking Event included in the 'MADE in Jersey' Partnership between the NJ Devils and NJMEP. All dates will be provided CohnReznick LLP. can choose a date to attend. Tickets will be distributed the day of the event. CohnReznick LLP. will be responsible for parking fees.

TOTAL: COMPLIMENTARY

1.1.4 MANUFACTURING MATTERS DISPLAY ADVERTISEMENT

SUBMISSION OF ONE (1) 1/4-PAGE VERTICAL ADVERTISEMENT - 1 QUARTER

CohnReznick LLP. will secure ONE (1) 1/4 page display advertisement in ONE (1) issue of Manufacturing Matters 2022. Content guidelines and submission schedules are both listed below.

Dimensions for 1/4 Page ad in Manufacturing Matters: 3.75”w x 5”h; Full Color

TOTAL: COMPLIMENTARY

COMPLETE PACKAGE
CohnReznick LLP. / NJMEP 2022
PARTNERSHIP

Elite Affiliate Membership	\$1,000
Affiliate Introduction Presentation	\$0
NJ Devils Networking Event	\$0
Display Advertising in Manufacturing Matters	\$0

COMPLETE PACKAGE	\$1,000
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Payment Terms:

- \$1,000 Due at Signing