

MASTER SERVICES AGREEMENT

Effective Date: April 1, 2026

Between:

"Provider": Pinnacle Consulting Group, a Oregon corporation, with offices at 742 Evergreen Terrace, Suite 300, Portland, OR 97201

"Client": Redwood Industries LLC, a Delaware limited liability company, with offices at 1500 Market Street, San Francisco, CA 94102

1. Scope of Services

1.1 Provider agrees to perform the consulting and advisory services described in one or more Statements of Work ("SOW") executed by the parties and attached hereto as exhibits. Each SOW shall specify deliverables, timeline, fees, and acceptance criteria.

1.2 Provider shall perform all Services in a professional and workmanlike manner, consistent with generally accepted industry standards and practices.

2. Term and Termination

2.1 This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months, unless earlier terminated pursuant to this Section 2.

2.2 Either party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other party.

2.3 Either party may terminate this Agreement immediately upon written notice if the other party materially breaches any provision of this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice thereof.

3. Compensation and Payment

3.1 Client shall pay Provider the fees set forth in the applicable SOW. Unless otherwise specified, invoices are due within thirty (30) days of receipt.

3.2 Late payments shall accrue interest at a rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

4. Confidentiality

4.1 Each party agrees to hold in confidence all Confidential Information received from the other party. "Confidential Information" means any non-public information disclosed by one party to the other, whether orally, in writing, or in electronic form, that is designated as confidential or that a reasonable person would understand to be confidential.

4.2 The obligations of confidentiality shall not apply to information that: (a) is or becomes publicly available without breach of this Agreement; (b) was known to the receiving party prior to disclosure; (c) is independently developed without use of Confidential Information; or (d) is disclosed pursuant to a court order or legal requirement.

4.3 The confidentiality obligations shall survive termination of this Agreement for a period of three (3) years.

5. Intellectual Property

5.1 All deliverables created by Provider specifically for Client under a SOW ("Work Product") shall be the exclusive property of Client upon full payment. Provider hereby assigns all right, title, and interest in such Work Product to Client.

5.2 Provider retains ownership of all pre-existing intellectual property, tools, methodologies, and frameworks ("Provider IP"). To the extent any Provider IP is incorporated into Work Product, Provider grants Client a non-exclusive, perpetual, royalty-free license to use such Provider IP solely as part of the Work Product.

6. Representations and Warranties

6.1 Each party represents that it has the authority to enter into this Agreement and that its performance hereunder will not violate any other agreement to which it is a party.

6.2 Provider warrants that the Services will be performed in accordance with the specifications set forth in the applicable SOW.

7. Force Majeure

7.1 Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government orders, strikes, or failures of third-party telecommunications.

8. Governing Law

8.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions.

9. Entire Agreement

9.1 This Agreement, together with all SOWs and exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements. This Agreement may only be amended by a written instrument signed by both parties.

Pinnacle Consulting Group

Name: _____

Title: _____

Date: _____

Redwood Industries LLC

Name: _____

Title: _____

Date: _____