

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) is made by and between Northland Securities, Inc. (“Company”) and **Arapahoe-Holbrook Public School District 33-0018 (Furnas County Public Schools)** (“Client”) **effective April 1, 2024** (the “Effective Date”).

Whereas, Client desires to purchase and Company desires to provide certain services (“Services”).

Now therefore, in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. SERVICES; SOWS; RELATIONSHIP OF PARTIES

During the term of this Agreement, Company will provide Services to Client from time to time as requested by Client. The specific scope of Services to be provided and other details of each project, including staffing expectations, schedule and financial terms, shall be separately documented in each instance in a Statement of Work (“SOW”) generally in the form attached hereto as Exhibit A. In the event of any inconsistency between the terms of this Agreement and the terms of a SOW, the SOW shall control. Company’s sole compensation shall be as set forth in the applicable SOW.

Company shall at all times be an independent contractor of Client. Neither Company nor any of Company’s employees or subcontractors shall be considered employees or agents of Client for any purpose. Company shall be solely responsible for the payment of all salary and benefits to its employees or subcontractors, including but not limited to workers’ compensation and unemployment compensation benefits, retirement plan and health plan benefits as adopted by Company from time to time, withholding and reporting of income and payroll taxes, and compliance with immigration and form I-9 requirements.

Company shall determine the specific employees or independent contractors to engage as consultants on projects for Client. If at any time Client has reasonable grounds to object to the placement or continued placement of any individual, Client shall so notify Company and the parties shall consult on a mutually acceptable resolution. If the parties cannot agree on a mutually acceptable resolution within ten (10) business days, Client reserves the right after consultation with Company to require Company to remove the affected individual from Client’s premises, provided that no such removal may be based on the individual’s race, color, religion, gender, age, national origin, or other legally prohibited basis, including disability if the individual can perform the essential functions of the job with reasonable accommodations. After such removal, the Client will cease being billed for such personnel, and Company shall replace such individual within fifteen (15) business days of such removal upon request by Client.

2. TERM AND TERMINATION

This Agreement will begin on the date set forth above and continue until terminated as provided elsewhere in this Agreement. The commencement date of each project shall be defined in the applicable SOW.

Either party may terminate this Agreement (and all SOWs then operating under this Agreement), or may terminate any specific SOW without terminating this Agreement or other SOWs, for any reason in their sole discretion by providing two (2) weeks’ written notice to the other party. Client shall be responsible for payment for all services rendered on or before the effective date of termination. In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement and all SOWs then operating under this Agreement upon five (5) business days’ notice to the other party specifying the breach, if the breach is not fully cured to the terminating party’s reasonable satisfaction within three (3) business days after the date of the notice.

3. PAYMENT FOR SERVICES

Unless otherwise provided in the applicable SOW Company shall submit itemized invoices to Client on a monthly basis for Services as they are performed. Company shall not invoice Client more than 45 days after Company performs the Services, and if Company does issue such an invoice, Client shall not be obligated to pay it. If expense reimbursements are permitted: (i) the invoice shall be accompanied by supporting receipts or other documentation, as required by Client's corporate expense reimbursement guidelines; and (ii) they shall be reimbursed only to the extent reasonable and necessary in the opinion of Client, and shall be invoiced at cost, without markup. Prices are exclusive of applicable sales taxes which shall be separately itemized on each invoice. If Company's compensation is stated as an hourly rate, Company's invoice must be supported by weekly time sheets signed by an authorized representative of Client. Unless otherwise set forth in the applicable SOW, Company shall not be entitled to any increased rate of compensation due to performance of Services on an overtime basis or on weekends or holidays. Company is solely responsible for all applicable taxes on compensation due hereunder and other taxes (such as, but not limited to, property and excise taxes, taxes on net income, capital or net worth, social security taxes and unemployment insurance), all of which are Company's responsibility. Invoices shall be due and payable in a payment for determined by Client net thirty (30) days after Client's receipt of an undisputed invoice, provided that Client has received the applicable Services and they conform to the applicable SOW. Within thirty (30) days after Client's request, Company will integrate with Client's System, and Company will utilize such Client's System during the term of this Agreement for ordering and invoicing activities in connection with this Agreement. Company will bear any and all costs associated with the foregoing.

4. WARRANTIES

Company warrants that (a) Services provided by Company shall be completed by qualified personnel in a professional and workmanlike manner, in accordance with current industry standards and with reasonable care; and (b) Services will conform to specifications referenced in the relevant SOW and will be provided to the reasonable satisfaction of Client. Company makes no other warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

5. LIMITATION OF LIABILITY

In the event of a breach of this Agreement by Company or any other circumstances giving rise to potential liability from Company to Client, if any such liability is established, Company's liability shall be limited to Client's direct economic damages not to exceed the amount of fees paid by Client to Company pursuant to the specific SOW under which the acts or omissions giving rise to liability occurred. Company will not be liable to Client for any indirect, incidental, consequential or punitive damages or lost profits, or for any liability from Client to any third party.

6. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

Each party: (a) agrees to protect and maintain in confidence any information that it may obtain from the other party during the term of this Agreement or any SOW; (b) shall use such information solely for the purposes contemplated by this Agreement and any SOW(s) and shall not rent, sell, lease, transfer, provide or otherwise disclose such information to any third party except as required by applicable law or regulation; (c) shall take all reasonable steps to protect the confidentiality of such information, in no event using a standard of care less than the same standard used to protect its own confidential information; and (d) shall give access to such information only to those employees who have a need to know in connection with the performing that party's obligations under this Agreement or any SOW. Upon request by the disclosing party, the receiving party shall promptly destroy such information or return such information to the disclosing party in the same format as such information was provided. To the extent that Company is permitted to retransmit any information it receives from Client, the mode of retransmission must be at least as secure as the mode by which Client transmitted the information to Company. The confidentiality obligations in this

section do not apply to information that: (i) is, at the time of disclosure or thereafter becomes, through no act or omission of the receiving party, a part of the public domain; (ii) was in the receiving party's lawful possession without an accompanying secrecy obligation prior to the disclosure; (iii) is hereafter lawfully disclosed to the receiving party by a third party without an accompanying secrecy obligation or breach of any duty or agreement by which such third party is bound; or (iv) is independently developed by the receiving party. Notwithstanding if such information is or becomes lawfully in the public domain, Company shall maintain according to this section the confidentiality of any information which includes the identities of Client's consumers. This section shall not be deemed to prohibit disclosures: (A) required by applicable law, regulation, court order or subpoena; or (B) to auditors or regulators. Breach of this section shall give rise to irreparable injury, inadequately compensable in damages. Accordingly, the disclosing party may seek injunctive relief against the breach or threatened breach by the other in addition to such legal remedies as may be available, including the recovery of damages.

Except as set forth in a SOW, any and all work product and deliverables produced under this Agreement ("Work Product") shall be the sole and exclusive property of Client, and Company shall not have any right, title, interest or license therein. Company agrees that any and all inventions, works of authorship and other intellectual property (collectively, "Intellectual Property") conceived, developed, originated, or reduced to practice by Company or under Company's direction under this Agreement or pertaining to Work Product shall be the sole, exclusive and complete property of Client, whether as a work made for hire or otherwise. To the extent, if any, that Company may have right, title or interest in or to such Work Product and Intellectual Property, Company hereby assigns and conveys the same to Client in its entirety. Company agrees, at no additional charge, to execute all applications or registrations for patents and copyrights and all other instruments and to otherwise cooperate as reasonably requested by Client to effectuate this Section. Company further agrees promptly and without prior request to disclose to Client all such inventions, works of authorship and other Intellectual Property conceived, developed, originated, or reduced to practice by Company or under Company's direction. Notwithstanding the foregoing, all rights in the methodology, layout, structure, sequence, organization, summary, calculation, or other tools which may be used by Company to produce Work Product are owned exclusively by Company ("Company IP"). To the extent that any such Company IP is incorporated into the Work Product Company hereby grants to Client an irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, copy, display, perform, distribute copies of, and modify and prepare derivative works based on such preexisting work or know-how and any derivative works thereof and to authorize others to do any or all of the foregoing. The foregoing shall not be deemed to preclude Company from using generalized ideas, concepts, know-how, processes and techniques learned during the course of an engagement and retained only in non-tangible, non-electronic form, provided that Company does so without violation of its confidentiality and privacy obligations contained herein.

7. APPLICABLE LAW; VENUE

This Agreement shall be construed and enforced according to the laws of the state of Nebraska. Jurisdiction and venue for any legal actions between the parties arising under this Agreement shall be exclusively in any state or federal court of competent jurisdiction located in Douglas County, Nebraska, to which exclusive jurisdiction and venue the parties hereby mutually consent.

8. NOTICES

All notices and other communications required or permitted under this Agreement will be in writing, addressed to either party at its address set forth below, and will be deemed effectively delivered (i) upon personal delivery, (ii) upon receipt from a courier service as confirmed by written verification of receipt, or (iii) five (5) days after deposit in the U.S. mail, postage prepaid, by certified or registered mail. Either party may change its address for such communications by giving an appropriate notice to the other party in conformity with this section.

If to Company:

Northland Securities, Inc.
Attn: Craig Jones
1620 Dodge Street, Stop 1104
Omaha, NE 68197

If to Client:

Arapahoe Public School
610 Walnut St
Arapahoe NE 68922

9. ASSIGNMENT

Neither party may assign this Agreement or subcontract its duties hereunder to any third parties, including affiliates, subsidiaries, related companies and service providers, without prior written consent from the non-assigning party, which shall not be unreasonably withheld.

10. NON-EXCLUSIVITY

This Agreement shall not be construed to prohibit either party from entering into an agreement with third parties to offer or obtain similar services.

11. SEVERABILITY

Each provision of this Agreement is severable from all others. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the provision shall be deemed modified only to the extent necessary to render it valid and enforceable and all remaining provisions of this Agreement will remain in full force and effect.

12. WAIVER

The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.

13. HEADINGS

Section headings in this Agreement are inserted solely for convenience and reference, and shall not in any way define, limit, extend or aid in the construction of the scope, extent or intent of this Agreement, nor shall headings have any bearing on the knowledge or understanding any party had regarding this Agreement.

14. COUNTERPARTS

This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

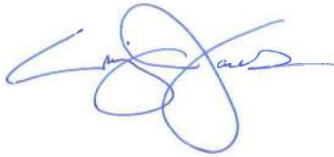
15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Client and Company and supersedes any and all prior agreements or understandings between Company and Client as to the subject matter hereof, and may be modified or amended only by a written supplement to this Agreement signed by both parties or as otherwise specified herein.

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

Northland Securities, Inc.

Furnas County School District 0018
(Arapahoe-Holbrook Public School)



By: _____

Name: Craig T. Jones

Title: Managing Director, Public Finance

By: _____

Name:

Title: Superintendent

Exhibit A

Statement of Work

Overview: Educational Finance Assistance, Support, and Training

Project Scope: Assist District personnel with budgeting and budget planning for upcoming school year

Activities may include but are not limited to:

- Annual NDE Budget Assistance
- Annual Itemized Budget/Coding Assistance
- Payroll spreadsheet development
- Five-year financial projection
- Monthly Expenditure Analysis/Comparability
- Budget Calendar
- Budget Efficiency Recommendations
- Capital Replacement Schedule
- Annual Financial Report Comparability Study
- Other Financial assistance at district request

Period of Performance: Year 1 April 2024 – March 2028

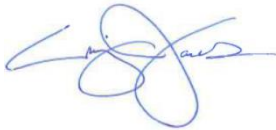
Client Project Manager: Carl Dietz

Financial Terms: \$5,000 annual engagement fee per year for five years

Travel Expenses: None

Payment Terms: Upon receipt of invoice or as agreed upon.

Northland Securities, Inc.



By: _____

Name: Craig T. Jones

Title: Managing Director, Public Finance

Furnas County School District 0018
(Arapahoe-Holbrook Public School)

By: _____

Name:

Title: Superintendent