

## Management Services, Resource Allocation and Lease Agreement

This Management Services, Resource Allocation and Lease Agreement (“Agreement”) is entered into by and between the American Academy of Neurology (“AAN”), a Minnesota nonprofit Section 501(c)(6) organization located at 201 Chicago Avenue, Minneapolis, MN 55415, its subsidiary, the American Academy of Neurology Institute (“AANI”), a Minnesota nonprofit Section 501(c)(3) public charity (AAN and AANI are collectively referred to as “Academy”), and the American Brain Foundation (“ABF”), a Minnesota nonprofit Section 501(c)(3) public charity located at 201 Chicago Avenue, Minneapolis, MN 55415. AAN, AANI, and ABF are collectively referred to as “Parties” and individually as “Party.”

WHEREAS, the AAN, AANI and ABF Boards of Directors (“Boards,” and, individually, a “Board”) have adopted Principles of Joint Collaboration (“Principles”) establishing the guiding principles for the organizations’ ongoing collaboration. This Agreement operationalizes some of the Principles in the following areas: lease of employees and sublease of office space, ABF’s use of certain services, and both organizations’ use of certain resources of the other. The Parties may amend the Principles as described in the Principles and any one Board may unilaterally withdraw from the Principles at any time. Amendments to, or withdrawal from, the Principles will not automatically affect this Agreement, though the Parties may wish to amend the Agreement given references to the Principles. The Principles are attached hereto as Appendix A for reference only and are not contractually binding.

WHEREAS, the Academy and ABF have separate and independent purposes, but each is committed to the success of the other through support and strategic collaboration. This Agreement assists the Academy and the ABF in achieving their independent missions, while fostering continued collaboration. Therefore, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Lease of Employees.

- a) The AAN will lease to ABF certain designated employees of AAN (the “Leased Employees”) who will be subject to AAN employment policies, including the AAN Employee Handbook, as amended from time to time. ABF may supplement the AAN Handbook with ABF-specific policies, as needed. However, if there is any conflict or inconsistency between the terms of the AAN Employee Handbook and supplemental ABF employment policies, the AAN Employee Handbook will govern the Leased Employees. The Leased Employees are common law employees of both AAN and ABF. The names and titles of the initial Leased Employees are set forth on Appendix B (which is attached hereto and incorporated herein by reference). Additional Leased Employees will be hired upon the request of ABF, pursuant to written agreement of AAN and ABF, and subject to the provisions of this Section 1. If such a request is made, ABF will submit a request to AAN’s Human Resources department and will adhere to the AAN’s recruitment and hiring processes and practices. However, ABF is responsible for the final hiring decision.
- b) During their period of service with ABF, Leased Employees will have duties of loyalty to both ABF and AAN. The only Leased Employee serving as an officer of ABF, the ABF Executive Director, will have fiduciary responsibility to both ABF and AAN. The Academy’s CFO provides certain financial services set forth in Section 3, but is not considered a Leased Employee. Leased Employees will not be deemed to have a conflict of interest with AAN insofar as such actions are consistent with their duty of loyalty and fiduciary responsibility to ABF and will not be required to execute a conflict of interest statement on behalf of AAN for any activities performed on behalf of ABF. In recognition of the foregoing, AAN will not terminate any Leased Employee for actions that may prejudice AAN, excluding egregious violations of AAN employment policies, with the definition of “egregious” to be defined mutually in writing by AAN and ABF in Q1

2021, unless an officer of AAN and an officer of ABF will have first met and discussed the events which AAN views as prejudicial and possible alternative means of resolution other than termination.

- c) If any Leased Employee, other than the ABF Executive Director, violates AAN employment policies, AAN and the ABF Executive Director will make reasonable efforts to mutually agree on the appropriate action, however the AAN has final decision making authority. For purposes of application of the AAN employment policies under this Agreement only, the AAN CEO is supervisor of the ABF Executive Director. The ABF Executive Director will be the supervisor of and will be responsible for the day-to-day direction of the performance of the duties of all other Leased Employees. The ABF Board is responsible for conducting performance reviews of the ABF Executive Director. If the ABF Executive Director is alleged to violate AAN employment policies, AAN will communicate the allegation to the Chair of the ABF Board (whom ABF will identify for AAN) and the AAN CEO and the ABF Chair will make reasonable efforts to make a mutual determination of appropriate action, however AAN has final decision making authority if AAN employment policies have been violated. Except for compliance with all AAN employment policies and in connection with administration of compensation and benefit programs, all Leased Employees are otherwise subject to the authority of the ABF Board in the matters of their employment, including: fulfillment of job responsibilities, implementation of the ABF mission, and compliance with applicable laws, regulations, and ABF policies.
- d) Within one (1) business day after ABF becomes aware, ABF will notify AAN of any alleged violations of AAN employment policies by Leased Employees or any performance concerns with a Leased Employee. ABF will work with AAN's HR department on determining an appropriate course of action for performance issues. In the event ABF wishes to terminate any given Leased Employee, ABF will promptly give written notice to AAN of ABF's wish and the legal reason to terminate; thereafter, ABF and AAN will mutually determine appropriate action with respect to termination of the Leased Employee, subject to this Agreement.
- e) AAN's Other Obligations regarding Leased Employees:
  - i. COBRA compliance and continuation of health benefits to terminated employees and dependents who qualify.
  - ii. Compliance with the Immigration Reform and Control Act.
  - iii. Compliance with the Patient Protection and Affordable Care Act ("ACA"), Section 4980(H) of the Internal Revenue Code (the "Code"), by offering affordable, minimum essential coverage to all Leased Employees who are its employees and who are anticipated to work or actually work 120 hours in a month, so that neither the AAN nor ABF will be responsible for a penalty under Section 4980(H) of the Code. The coverage offered by AAN will comply with the ACA and the Code, and the final regulations and guidance under both.
  - iv. Completion, reporting, and maintenance of payroll and benefit records, with the exception of records of actual hours worked which will be maintained and verified by ABF.
  - v. Maintenance of all books and records pertaining to the Leased Employees in the same manner, and subject to the same records retention policy, as AAN uses for the books and records of its regular (non-leased) employees. Such records will include all required personnel records, such as Family Medical Leave Act records, Forms I-9, records of accommodation, and workers compensation files.
  - vi. Workers Compensation Coverage: AAN will furnish and keep in force and effect during the term of this Agreement workers' compensation coverage for all

Leased Employees. Upon written request, AAN will permit ABF to inspect its workers' compensation records to ensure compliance with Minnesota law.

- f) ABF's Other Obligations regarding Leased Employees:
- i. Provide and maintain (or cause to be provided and maintained) such facilities and supplies as ABF reasonably deems necessary for the Leased Employees' performance of their duties under this Agreement.
  - ii. Compliance with all applicable provisions of federal, state, and local laws pertaining to the workplace, including but not limited to those prohibiting discrimination on the basis of a protected status.
  - iii. Responsibility to obtain and accurately report to AAN the total number of hours worked by each non-exempt Leased Employee, and to verify such hours and report them to AAN in accordance with the requirements of the Fair Labor Standards Act and any applicable state or local law; ABF further assumes responsibility for the accuracy of such reports and agrees to maintain the original records of actual time worked in accordance with applicable law.
  - iv. Provision of ABF-specific training for all Leased Employees as is reasonably appropriate for the Leased Employee's position. ABF agrees that all Leased Employees will attend required trainings identified in Section 4.
  - v. Responsibility for immediately notifying AAN of all accidents and injuries to Leased Employees of which ABF has actual knowledge occurring on or off ABF's premises in the course of providing services for or on behalf of ABF, and cooperate in conducting any investigation following such accident.
  - vi. Submission to AAN of any other Leased Employee human resource and employee or AAN matters, which would normally come to ABF's attention, within twenty-four hours after ABF becomes aware of the occurrence.
- g) AAN will be responsible for the administration of payment of any compensation, established and paid for by ABF, owing to Leased Employees and for the collection, reporting and payment of all applicable federal, state and local employment taxes and state unemployment compensation on behalf of Leased Employees. ABF's Executive Director will be responsible for the determination of the amount of compensation ABF will pay AAN for the services of Leased Employees (which may include the payment of a bonus), within the scope of a budget approved by the ABF Board. However, the ABF Board is responsible for determining the amount that it will pay to AAN for the services of the ABF Executive Director. The ABF Board is responsible for determining whether Leased Employees will receive incentive bonuses and for determining the amount of such incentive bonuses. The Leased Employees will not be eligible for the AAN employee incentive plan.
- h) AAN will be responsible for providing, and ABF will be responsible for covering the cost of, Leased Employees' coverage under AAN's applicable benefit plans, including:
- i. Individual medical and dental insurance coverage,
  - ii. Holiday, personal day and vacation day programs,
  - iii. 401k employer contribution after one-year employment,
  - iv. Short-term and long-term disability coverage,
  - v. Life insurance coverage,
  - vi. Flexible benefits (medical, dependent care, and parking reimbursement),
  - vii. AAN employee parking subsidy, and
  - viii. Other benefits provided by AAN consistent with AAN's application of such benefits.

ABF may not seek alternative benefits, modify the above plans, or adjust eligibility for benefits.

- i) In consideration for AAN's lease of the Leased Employees to ABF, ABF will pay AAN the actual costs of Leased Employees' compensation (subject to the determination by ABF of the amounts that ABF will pay to AAN for such compensation pursuant to this Section 1) and all related taxes, benefits, and retirement contributions of the Leased Employees. Such costs will be payable to AAN biweekly for the Term (defined in Section 10) of this Agreement, within 1 day of receipt of invoice from AAN and paid by electronic transfer.
- j) ABF will pay the following costs within 14 business days of receipt of invoice from AAN: Termination costs related to Leased Employees, including severance, settlement amounts, attorneys' fees, unemployment insurance and benefits, any ongoing health benefits, any unpaid PTO, and outplacement services (all of which will only be incurred after consultation with ABF).

**2. Sublease of Facility Space & Lease of Equipment.** AAN will sublease to ABF the following facility space at 201 Chicago Avenue, Minneapolis, MN 55415:

- a) One office;
- b) Reasonable storage space at current (as of 2020) levels;
- c) Access to one training room or conference room on a biweekly basis, unless AAN provides reasonable notice to ABF that AAN requires the training room for AAN activities, and
- d) Access to common space, including hoteling workstations, conference rooms, kitchen, and other common space as determined by AAN and subject to AAN's policy on use.

Any additional ABF workspace needs during the Term of this Agreement are subject to space availability and future written agreement between the Parties, for which email approval by the AAN CEO of the ABF Executive Director's request is sufficient.

Annually during the Term, AAN and ABF will mutually determine the number of computers and cell phones that AAN will provide to ABF. AAN will provide access to printers, copiers, and landline telephones when Leased Employees are working at the AAN office. AAN will provide the information technology services related to the equipment provided to ABF as described in Section 7 ("Information Technology Services").

**3. Financial Services.** AAN will provide the following financial services to ABF:

- a) Accounts receivable/accounts payable.
- b) Cash flow management.
- c) Payroll services, related tax filings and expense reimbursement.
- d) Attendance at ABF Board meetings and preparing financial reports for the ABF Board, as requested by the ABF Executive Director.
- e) Monthly internal financial reporting.
- f) Treasury management services.
- g) Audit preparation, management and oversight.
- h) Audit and finance committee management.
- i) Annual budget preparation and long-range financial plans.
- j) Form 990 information return filings and other federal or state filings, as required.

ABF will provide AAN with all documentation necessary to complete the financial services provided pursuant to this Section 3.

**4. Human Resources Services.** AAN will provide the following Human Resources services to ABF with regard to the leased employees:

- a) HR-related responsibilities identified in Section 1e) of this Agreement;
- b) Recruitment services;
- c) Performance management;
- d) Access to and use of ADP;
- e) Benefits administration;
- f) Compensation management;
- g) Coordination with the ABF Board or Compensation Committee regarding executive compensation and annual review, if requested by the ABF Chair;
- h) Regulatory HR compliance, including employment laws, workers comp, FMLA, EEOC regulations, employee safety (e.g., AAN's COVID-19 policies and plans), determination of appropriate worker classification, and related staff and leader compliance trainings;
- i) AAN's HR department may extend invitations to ABF to participate in non-compliance trainings (e.g., competencies, time management, leadership, etc.), which ABF may choose to participate in (for clarity, compliance trainings as described above in subsection h) are required); and
- j) To help promote the collaboration between the organizations and support the above services, ABF will make reasonable efforts to engage AAN's HR department on talent related strategies and initiatives that impact the Leased Employees' experience and organizational culture, such as engagement opportunities, on-boarding, training, employee surveys, wellness programs, and efforts around inclusion, diversity, equity, anti-racism, and social justice.

ABF is required to utilize the above services, unless specifically noted or otherwise agreed to in writing.

**5. Other Operations Services.** AAN will provide only the following operations services to ABF:

- a) Mailroom services. In providing these services, AAN will promptly notify ABF of gifts ABF receives via mail.
- b) Travel and meeting management services.

**6. Marketing, Communications and Creative Services.** AAN will provide marketing, communication and creative services to ABF in the following areas: *AANnews* articles regarding ABF, placement of ABF advertising within AAN publications as outlined in this Agreement, and proofing and editing services for the ABF e-newsletter when *Academy* or *Brain & Life* content is included. These are the only marketing, communication and creative services to be provided by AAN, unless requested by ABF and agreed to by AAN.

**7. Information Technology Services.** AAN will provide, exclusively, technical assistance as needed in support of electronic mailboxes, computers and telephones as provided in Section 2. The Parties may agree to additional AAN assistance in support of this equipment such as software purchases, storage, installation and management of future software releases, updates and patches and other information technology assistance, subject to prior approval of the Parties and agreement on the total cost to be reimbursed by ABF for that assistance. Particularly given the increased need and desire for remote work, and the logistical challenges that can impose, the Parties agree to collaborate on IT support in timely and, as needed, expedited fashion, if and as needed.

**8. Legal Services.** Subject to the indemnification provisions in this Agreement, the parties agree to joint representation in defense of any employment-related claims by outside counsel mutually selected by AAN and ABF; in the event the parties cannot agree upon joint counsel, each party will have the right to defend itself separately. In addition, interpretation of AAN employment policies and HR regulatory compliance, and alleged violations of AAN employment policies by Leased Employees will be evaluated by AAN, with input from ABF.

In all other circumstances, the AAN will only provide legal services to ABF if requested by ABF and agreed to by AAN. AAN will not serve as general counsel for ABF and is not responsible for ongoing legal and regulatory compliance for ABF unless a legal service is specifically requested by ABF and agreed to by AAN.

To the extent necessary, the Parties will enter into an agreement to protect the confidential nature of any attorney-client communications. The AAN will not provide any legal services that present a conflict of interest between the AAN and the ABF. ABF has the right to refuse legal services from AAN if it believes a conflict of interest exists.

**9. Other Services.** Other services provided to ABF outside of this Agreement will be directly billed to ABF via invoice by AAN. Such services include surveys ordered through the AAN's Insights Department, postage and shipping, and use of AAN's videoconferencing service.

#### **10. Use of Resources.**

- a) Names and Marks.
  - i. AAN grants to ABF a non-exclusive, worldwide, limited and revocable license during the Term of this Agreement to use AAN and AANI's names and trademarks in a manner consistent with the Principles, upon AAN and AANI's prior review and approval, both at the development phase of the communication or project and before dissemination. ABF's use of AAN's names and trademarks must be in accordance with AAN's styles and standards guides, which may be amended by AAN with notice to ABF. ABF will immediately remove AAN or AANI names or trademarks upon AAN or AANI's request.
  - ii. ABF grants to AAN and AANI a non-exclusive, worldwide, limited and revocable license during the Term of this Agreement to use ABF's name and trademarks in a manner consistent with the Principles, upon ABF's prior review and approval, both at the development phase of the communication or project and before dissemination. AAN and AANI's use of ABF's name and trademarks must be in accordance with ABF's styles and standards guides, which may be amended by ABF with notice to AAN and AANI. AAN and AANI will immediately remove ABF names or trademarks upon ABF's request.
  
- b) AAN Membership List. ABF may solicit donations from or otherwise communicate with AAN members no more than three (3) times annually from the data provided by AAN, as described in this section ("AAN Membership Data"). ABF's Executive Director may submit requests to AAN's CEO for additional communications to AAN Membership Data, which are subject to AAN CEO's approval. ABF may analyze and store the AAN Membership Data in furtherance of their donor development efforts, subject to the terms of this Agreement. AAN Membership Data will consist of names, mail addresses, and email addresses for US members. AAN will only provide the mail and email addresses designated as "primary" by the member. As requested by the ABF, and if approved by the AAN, the AAN Membership Data may include other information to assist ABF in targeting their solicitations/communications, such as demographic information, membership category, or subspecialty designation. AAN reserves the right to direct bill the ABF for these additional data requests in a manner, and at rates, consistent with AAN's list rental to third parties through its vendor Infocus. The ABF agrees not to permit use of the AAN Membership Data by, or make it available to, any other entity, individual, or organization, except for ABF's authorized vendors who need the information to facilitate the approved uses of the AAN Membership Data described in this Section. The AAN Membership Data will be updated monthly, via a secure transfer from AAN to ABF. ABF will track AAN Members who opt-out of ABF email communications or ABF's processing of their data and must cease email communications to such Members, or delete such Member information from all ABF systems, including from authorized vendors, in accordance with applicable law and AAN's Privacy Policy.

ABF and its authorized vendors will maintain the confidentiality and security of the AAN Membership Data as described in Section 16. All content of the communications made in this Section 10. b) is subject to AAN's prior review and approval. ABF will review with AAN, and must receive AAN's agreement with, the optimal dates for sending these solicitations during the planning phases for these communications. AAN will ensure, prior to providing ABF with AAN Membership Data, that it has obtained from individuals any required consent or authorization necessary under applicable law, as well as performed any necessary operational steps, as determined by AAN in coordination with its counsel, to release or transmit the AAN Membership Data to ABF. AAN will not transmit any AAN Membership Data in contravention of such applicable law. AAN will provide ABF with instructions for, or limitations on, the use or disclosure of such AAN Membership Data if required to do so under applicable law. ABF understands that where consent or authorization is necessary, AAN Member Data is limited to members who have granted consent. ABF will forward to AAN within ten (10) days following receipt, any complaints by AAN members regarding the ABF's communication. AAN retains all ownership rights, including all copyright, trade secret and other proprietary rights, in and to the AAN Membership Data. No title or ownership of the AAN Membership Data is transferred to ABF.

- c) *AAN Brain & Life Print and Digital Subscriber Data.* ABF may solicit donations from or otherwise communicate with Brain & Life subscribers no more than three (3) times annually from the data provided by AAN, as described in this section ("Subscriber Data"). ABF's Executive Director may submit requests to AAN's CEO for additional communications to Subscriber Data, which are subject to AAN CEO's approval. ABF may analyze and store the Subscriber Data in furtherance of their donor development efforts, subject to the terms of this Agreement. Subscriber Data will consist of names, mail addresses, and email addresses for US Brain & Life subscribers. The ABF agrees not to permit use of the Subscriber Data by, or make it available to, any other entity, individual, or organization, except for ABF's authorized vendors who need the information to facilitate the approved uses of the Subscriber Data described in this Section. The Subscriber Data will be updated monthly, via a secure transfer from AAN to ABF. ABF will track Subscribers who opt-out of ABF email communications or ABF's processing of their data and must cease email communications to such Members, or delete such Member information from all ABF systems, including from authorized vendors, in accordance with applicable law and AAN's Privacy Policy. All content of the communications made in this Section 10. b) is subject to AAN's prior review and approval. ABF will review with AAN, and must receive AAN's agreement with, the optimal dates for sending these solicitations during the planning phases for these communications. AAN will ensure, prior to providing ABF with Subscriber Data, that it has obtained from individuals any required consent or authorization necessary under applicable law, as well as performed any necessary operational steps, as determined by AAN in coordination with its counsel, to release or transmit the Subscriber Data to ABF. AAN will not transmit any Subscriber Data in contravention of such applicable law. AAN will provide ABF with instructions for, or limitations on, the use or disclosure of such Subscriber Data if required to do so under applicable law. ABF understands that where consent or authorization is necessary, Subscriber Data is limited to members who have granted consent. ABF will forward to AAN within ten (10) days following receipt, any complaints by AAN members regarding the ABF's communication. AAN retains all ownership rights, including all copyright, trade secret and other proprietary rights, in and to the Subscriber Data. No title or ownership of the Subscriber Data is transferred to ABF.
- d) *ABF Donor Contact Information.* ABF will share the contact information of its donors with AANI within the limitations of the fundraising industry's Donor Bill of Rights and subject to the restrictions of this paragraph ("ABF Donor Contact Information"). Under the Donor Bill of

Rights, ABF may not share the personal information of a donor without the donor's prior consent. No more than three (3) times annually, ABF will provide its donors with an opportunity to opt-in to allowing ABF to share their contact information with AANI for the purpose of receiving patient education and advocacy information from AANI. ABF and AANI will agree upon the optimal dates and formats for the opt-in communications during the planning phases for these communications. AANI will not solicit ABF donors for financial contributions. ABF will have the right to audit AANI's use of ABF Donor Contact Information to ensure AANI's compliance with this paragraph. ABF will ensure, prior to releasing ABF Donor Contact Information data to AANI, that it has obtained from individuals any required consent or authorization necessary under applicable law, as determined by ABF, to release or transmit the ABF Donor Contact Information data to AANI. ABF will not transmit any donor data, whether Donor Contact Information or otherwise, in contravention of such applicable law. ABF will provide AANI with instructions for, or limitations on, the use or disclosure of ABF Donor Contact Information or other types of ABF data if required to do so under applicable law. AANI understands that where consent or authorization is necessary, Donor Contact Information and donor data more generally is limited to donors who have granted consent.

- e) Consent Requirements & Audit. The information provided pursuant to Section 10 b., c., and d. is also subject to the owning organization's consent policy. With respect to each contact AAN provides to ABF, AAN is solely responsible for ensuring that, as of the date the information is provided to ABF, such contact has not opted-out of receiving communications that would include communications from ABF. In the event that applicable law requires that a contact opt-in or grant other consent for its information to be shared, AAN warrants that it has obtained any required consent under applicable law and agrees that it will not share any contact information in contravention of such applicable law. AAN will provide instructions for handling such contact information if required to do so under applicable law and, in such case, ABF will only process the contact information in accordance with such instructions. With respect to each contact provided to AANI by ABF, ABF is solely responsible for ensuring that, as of the date the information is provided to AANI, such contact has not opted-out of receiving communications that would include communications from AANI. In the event that applicable law requires that a contact opt-in or grant other consent for its information to be shared, ABF warrants that it has obtained any required consent under applicable law and agrees that it will not share any contact information in contravention of such applicable law. ABF will provide instructions for handling such contact information if required to do so under applicable law and, in such case, AANI will only process the contact information in accordance with such instructions.
- f) Complimentary Advertisements/Articles. AAN will grant ABF complimentary advertisement/article space as stated below, unless AAN's publisher requests otherwise or there are revenue issues with respect to publication as determined by AAN:
- i. *Brain & Life® (6x per year)*
  - ii. *AANnews® (12x per year – up to two pages per issue)*
  - iii. *AANe-news® (24x per year)*
  - iv. *AAN.com (provide link to ABF website)*
  - v. *BrainandLife.org (featured charity listed on disease-specific education pages with direct link to ABF website)*
  - vi. *Annual Meeting communications to attendees (AANextra, etc.)*

ABF will provide AAN at least sixty days' notice if ABF intends to not utilize the above complimentary advertising space. AAN will provide ABF at least sixty days' notice if AAN's

publisher requests ABF not be granted complimentary advertising/article space pursuant to this Section or if there are revenue issues with respect to publication.

- g) Patient Education & Public Engagement Resources.
  - i. AAN and AANI grant to ABF a non-exclusive, worldwide, limited, and revocable license during the Term of this Agreement to use AAN and AANI's patient education, public engagement resources, and other specifically designated content in a manner consistent with the Principles, upon AAN and AANI's prior review and approval, with proper attribution and via links wherever appropriate. In consideration of this license and the AANI's financial support, and in collaboration with the Academy, ABF will utilize Academy patient education and public engagement resources rather than creating its own separate patient education and public engagement resources. ABF may create content that connects the Academy's patient education and public engagement resources to the need for brain research to support ABF's donor development efforts. ABF will immediately remove any AAN or AANI patient education, public engagement resources, and other specifically designated content upon AAN or AANI's request.
  - ii. ABF grants to AAN and AANI a non-exclusive, worldwide, limited and revocable license during the Term of this Agreement to use ABF research-focused resources, developed only in the manner described above in Section 10 g) i., in a manner consistent with the Principles, upon ABF's prior review and approval, with proper attribution and via links wherever appropriate. AAN and AANI will immediately remove any ABF research-focused resources upon ABF's request.
- h) ABF will link to the Academy's websites or webpages designated by the Academy (as long as such webpages belong to the Academy) on the ABF's website, with final placement determined by ABF. The AAN and AANI will link to the ABF's website from a certain AAN or AANI webpage or webpages in collaboration with ABF, with final placement determined by AAN and AANI.

#### **11. Term and Termination.**

- a) Term and Renewal. The term of this Agreement will commence January 1, 2021, and end December 31, 2024 ("Term"). After the expiration of the Term, the Parties may renew this Agreement subject to negotiation of terms, if approved in writing by each Party.
- b) Termination without Cause. Any Party may terminate this Agreement without cause upon a sixty-day written notice to the other Parties.
- c) Termination for Breach. Any Party may terminate this Agreement at any time in the event of a breach by any of the other Parties of any provision of this Agreement that remains uncured five days after the breaching Party's receipt of written notice of the breach. In the event of a dispute between AAN and ABF over the determination of appropriate action in response to the violation of AAN employment policies by a Leased Employee as described in Section 1, the AAN or ABF may terminate this Agreement if the dispute remains unresolved after five days.

#### **12. Payments and Billing.**

- a) In consideration for AAN's lease of the Leased Employees to ABF, ABF will pay AAN the amounts set forth in Section 1.
- b) Annual fees for Sublease of Facility Space & Lease of Equipment (described in Section 2), Financial Services (described in Section 3), Human Resources Services (described in Section 4), Other Operations Services (described in Section 5), Information Technology Services (described in Section 7) and Legal Services (described in Section 8) are set forth in Appendix C (which is attached hereto and incorporated herein by reference), which will be updated on or before

December 1 of each year of the Term to reflect the fees agreed upon by AAN and ABF for the upcoming year. Such fees are and will be consistent with the fair market value of the space, equipment and services provided.

- c) Annually AAN will prepare a reconciliation of actual costs for the Financial Services, Human Resources Services, Other Operations Services and Information Technology Services provided to ABF. If the actual costs vary by more than three percent (3%) from the fees set forth in Appendix C in any year of the Term, all amounts over such three percent (3%) difference will be invoiced or refunded to ABF within sixty days after the beginning of the following year. If ABF owes any amounts to AAN under this reconciliation, such amounts will be payable to AAN within 14 business days of receipt of invoice from AAN.
- d) In consideration for Marketing, Communications and Creative Services (described in Section 6) provided during the Term of this Agreement, ABF will pay AAN based upon ABF's actual usage and costs, which will be payable within 14 business days of receipt of invoice from AAN at a rate to be agreed upon between AAN and ABF.
- e) In consideration for Other Services (described in Section 9) provided during the Term of this Agreement, ABF will pay AAN based upon ABF's actual usage and costs. Payments for Other Services are payable within 14 business days of receipt of invoice from AAN.

**13. Recordkeeping.** The Academy and ABF will at all times keep separate and distinct books and records in accordance with generally accepted accounting principles and procedures. The Academy and ABF will maintain an accounting system to track charges accruing under this Agreement. ABF will apply its own policies on retention of ABF documents.

**14. Intellectual Property.** Any copyrightable or copyrighted materials that AAN or AANI creates specifically for ABF during this Agreement (the "Work" or "Works"), to the fullest extent allowable by law, are "works-made-for-hire," as defined in the United States Copyright Act of 1976, as amended, prepared specifically for ABF. ABF will be the sole owner of the copyright in the Works. To the extent Works are not, by law, capable of characterization as "works-made-for-hire," AAN or AANI assigns to ABF all right, title, and interest in and to the Works, including the copyrights in the Works, throughout the world and for the full term of the copyrights, including any extensions and renewals.

Academy represents and warrants that AAN or AANI content provided to ABF under this Agreement does not violate any third party rights, including intellectual property rights and rights of publicity and privacy.

ABF represents and warrants that ABF content provided to AAN or AANI under this Agreement does not violate any third party rights, including intellectual property rights and rights of publicity and privacy.

**15. Warranty, Indemnity, Insurance.**

- a) The Parties represent and warrant that they have the authority to enter into this Agreement.
- b) ABF will indemnify the Academy and its subsidiaries, related organizations, employees, officers, directors, and members from and against all losses, expenses, damages, claims, or liabilities (including the prevailing Party's reasonable attorneys' fees and expenses) incurred by the Academy that arise from third parties in connection with (i) the negligence or misconduct of ABF, its agents, contractors, or Leased Employees under this Agreement; (ii) any breach of the

covenants, representations, or warranties of ABF made under this Agreement; or (iii) ABF's management of the Leased Employees.

- c) The Academy will indemnify ABF and its Leased Employees, officers, and directors, from and against all losses, expenses, damages, claims, or liabilities (including the prevailing Party's reasonable attorneys' fees and expenses) incurred by ABF that arise from third parties in connection with (i) the negligence or misconduct of the Academy, its agents, contractors, or employees (excluding Leased Employees) under this Agreement; or (ii) any breach of the covenants, representations, or warranties of the Academy made under this Agreement.
- d) ABF agrees to indemnify AAN and its subsidiaries, related organizations, employees, officers, directors, and members and AAN agrees to indemnify ABF and its employees, officers, and directors from and against all losses, expenses, damages, claims, or liabilities (including the prevailing Party's reasonable attorneys' fees and expenses) incurred by the Party seeking indemnification for employment claims brought by a Leased Employee, to the extent such claim arises from the management of the Leased Employee by the indemnifying Party.
- e) The AAN and AANI warrant and represent that each carries insurance in sufficient dollar amounts to fully indemnify the ABF as described in this Section 14. The ABF warrants and represents that it carries insurance in sufficient dollar amounts to fully indemnify the AAN and AANI as described in this Section 14. ABF will separately maintain Commercial General Liability, Directors and Officers, and Employment Practices liability insurance policies in the amounts of \$2 million, \$1 million, and \$1 million, respectively.

**16. Confidentiality and Data Security.** Neither the Academy or ABF will, during the Term of this Agreement or any time thereafter, disclose or use any information designated as confidential and belonging to the other, which it acquires, is provided, or becomes privy to in connection with this Agreement, unless such disclosure or use is made (a) with the express written permission of the disclosing organization; or (b) under compulsion of law (subject to the notice provision below).

The Academy and ABF acknowledge and agree that information will not be deemed confidential if it is (a) otherwise publicly available or readily ascertainable at the time of disclosure; (b) received from a third party without any obligation of confidentiality to the disclosing organization; (c) known to the receiving organization prior to its receipt from the disclosing organization; (d) independently developed by the receiving organization; or (e) generally made available to third parties by the disclosing organization without restriction on disclosure. Notwithstanding the foregoing, the Academy and ABF will have the obligation to notify the other in writing prior to responding to any legal demand for the other's proprietary or confidential information.

ABF agrees that access and use of the AAN Membership Data and Subscriber Data is solely for the purposes described in this Agreement. ABF will maintain physical, technical, and administrative safeguards in accordance with applicable law and industry standard for retention of such data, to protect against unauthorized access, use, or disclosure while it is accessible to or held by ABF. ABF will not disclose the AAN Membership Data or Subscriber Data to any third party, except as provided in this Agreement, and provided that such recipients are bound by confidentiality and data security provisions no less restrictive than those set out in this Agreement. If ABF suspects or becomes aware of any unauthorized access to any AAN Membership Data or Subscriber Data by any unauthorized person or third party, or becomes aware of any other security breach relating to AAN Membership Data or Subscriber Data held or stored by ABF or its vendor under this Agreement, ABF will immediately notify AAN in writing and will fully cooperate with the AAN at the ABF's expense to prevent or stop such data breach. In the event of such data breach, ABF will fully and immediately comply with applicable laws,

and will take the appropriate steps to remedy such data breach. ABF will defend, indemnify and hold AAN, its Affiliates, and their respective officers, directors, employees and agents, harmless from and against any and all claims, suits, causes of action, liability, loss, costs and damages, including reasonable attorney fees, arising out of or relating to any third party claim arising from a data breach or breach by ABF of its obligations contained in this Section, except to the extent resulting from the acts or omissions of AAN.

AANI agrees that access and use of the ABF Donor Contact Information is solely for the purposes described in this Agreement. AANI will maintain physical, technical, and administrative safeguards in accordance with applicable law and industry standard for retention of any ABF data, to protect against unauthorized access, use, or disclosure while it is accessible to or held by AANI. AANI will not disclose the ABF Donor Contact Information to any third party, except as provided in this Agreement, and provided that such recipients are bound by confidentiality and data security provisions no less restrictive than those set out in this Agreement. If AANI suspects or becomes aware of any unauthorized access to any ABF Donor Contact Information by any unauthorized person or third party, or becomes aware of any other security breach relating to ABF Donor Contact Information held or stored by AANI under this Agreement, AANI will immediately notify ABF in writing and will fully cooperate with the ABF at the AANI's expense to prevent or stop such data breach. In the event of such data breach, AANI will fully and immediately comply with applicable laws, and will take the appropriate steps to remedy such data breach. AANI will defend, indemnify and hold ABF, its Affiliates, and their respective officers, directors, employees and agents, harmless from and against any and all claims, suits, causes of action, liability, loss, costs and damages, including reasonable attorney fees, arising out of or relating to any third party claim arising from a data breach or breach by AANI of its obligations contained in this Section, except to the extent resulting from the acts or omissions of ABF.

**17. Relationship of Parties.** The relationship of AAN and ABF and of AANI and ABF does not constitute a partnership, joint venture, or any other type of business organization. ABF will not have any authority to act on behalf of or obligate AAN or AANI, and AAN and AANI will not have any authority to act on behalf of or obligate ABF.

**18. Waiver.** A waiver by a Party of any term, provision, or condition of this Agreement, whether by conduct or otherwise, is not a waiver of any other provision of the Agreement and will not constitute a continuing waiver. A waiver is not binding unless put in writing by the Party making the waiver.

**19. Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect as if the invalid or unenforceable provision had never been a part of the Agreement.

**20. Amendments.** This Agreement may not be amended or modified except by a writing signed by the Parties and identified as an amendment to this Agreement.

**21. Assignment; Binding Effect.** No Party may assign this Agreement or its obligations, duties or liabilities without the prior written consent of the other Parties. This Agreement will be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.

**22. Entire Agreement & Prior Agreements.** This Agreement contains the entire agreement between the Parties relating to the rights granted and the obligations assumed. This Agreement supersedes and replaces any and all previous agreements between the Parties on the subjects described herein, including the Management Services, Resource Allocation and Lease Agreement, effective January 1, 2017.

**23. Counterparts; Section Headings.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. The section headings of this Agreement are for convenience of reference only and will not affect the construction or interpretation of any of the provisions hereof.

**24. Governing Law.** This Agreement will be governed by the laws of the State of Minnesota.

The Parties are signing this Agreement as of the below date(s).

**AMERICAN ACADEMY OF NEUROLOGY**

DocuSigned by:  
*Mary Post*  
By: \_\_\_\_\_  
Mary E. Post, MBA, CAE  
CEO

Date: 1/25/2021

**AMERICAN ACADEMY OF NEUROLOGY INSTITUTE**

DocuSigned by:  
*Christine Phelps*  
By: \_\_\_\_\_  
Christine Phelps  
Deputy Executive Director

Date: 1/25/2021

**AMERICAN BRAIN FOUNDATION**

DocuSigned by:  
*Jane Ransom*  
By: \_\_\_\_\_  
Jane Ransom  
Executive Director

Date: 1/25/2021

## Appendix A

### Principles of Joint Collaboration

American Academy of Neurology/American Academy of Neurology Institute  
American Brain Foundation

The purpose of these Principles of Joint Collaboration is to establish guiding principles for the ongoing collaboration between the American Academy of Neurology (“AAN”)/American Academy of Neurology Institute (“AANI”) (collectively, “Academy”) and the American Brain Foundation (“ABF”). The Academy’s mission is to promote the highest quality patient-centered neurologic care and enhance member career satisfaction. Its vision is to be indispensable to its members. ABF’s mission is to bring researchers and donors together to cure brain diseases and disorders. Its vision is life without brain disease. Each organization is committed to the success of the other organization through support and strategic collaboration.

**1. Background.** ABF was founded in 1992 by AAN member leaders to support scientific research and education in the neurosciences. For over 20 years ABF has supported clinical research training scholarships and focused fundraising efforts almost exclusively on AAN members and for-profit entities that produce drugs, devices, or therapies used to diagnose and treat neurologic conditions (“Industry”).

Since 2017, ABF has been implementing a new strategic plan whose thrust is to aim marketing and fundraising activities for brain disease research toward the public. The ABF brings researchers and donors together to cure diseases and disorders of the brain. Its strategic goals are:

1. **RESEARCH:** Funding research across a broad spectrum of brain disease, on a continuum that starts with funding for the next generation of researchers and ends with funding high-risk, high-reward research projects.
2. **PUBLIC ENGAGEMENT:** Building the ABF brand around the “whole brain approach” (i.e., a cure for one brain disease is a cure for many);
3. **PHILANTHROPY:** Developing public support and deepening giving from AAN members; and **A THRIVING PARTNERSHIP WITH THE ACADEMY:** Creating aligned leadership and collaboration with the Academy.

The Academy wishes to demonstrate the value of neurology, neurologists, and neuroscientists. Its 2021 goals are to:

1. Demonstrate and assert the value of neurology to policymakers, patients and the public and other major stakeholders
2. Grow the neurology workforce and innovate care delivery to meet the future needs for patient care
3. Demonstrate and communicate our commitment to be a fully inclusive and antiracist organization that promotes neurologic health equity and enhances the careers of our diverse membership
4. Ensure the health of the Neurology community and enhance member and staff satisfaction, well-being and resiliency, diversity, inclusion, and engagement
5. Advocate and support the financial well-being, continuing viability and innovation of the practice of neurology
6. Expand and support neuroscience research
7. Create novel ways to educate and assist members in providing high value, team-based, patient-centered, clinical care

Specific Academy objectives may interface with ABF goals and fundraising efforts. For example, the Academy Boards have directed the Science Committee to continue strengthening the AANI research program, which includes efforts to increase funding for training opportunities (Clinical Research Training

Scholarships (“CRTS”), bridging grants after CRTS, late career, diversity, etc.). The Academy, through its Advocacy and Science Committees, continues to increase lobbying efforts in support of neuroscience research, including NIH and NINDS funding. The Academy also continues to increase and sustain AAN advocacy efforts to improve the amount of federal research funding, including enhanced collaboration with patient groups and coalitions in joint lobbying efforts.

The AAN has also invested significant resources and developed expertise in creating high-quality patient and public products, programs, and services to educate the public. The AAN is committed to continuing to build the AAN and Brain & Life as the premier organization and brand that owns brain health. The AAN is working to improve and consolidate messaging to provide clarity about what the AAN is and how the Brain & Life brand represents its patient- and public-facing resources. A foundational element of AAN’s support of, and collaboration with, ABF is the ABF’s commitment to utilize AAN and Brain & Life patient and public resources and not create separate patient and public education resources. However, the ABF may create content that connects the Academy’s patient education and public engagement resources to the need for brain research to support ABF’s donor development efforts. ABF’s opportunity to leverage the Academy’s patient education resources, AAN’s advocacy efforts, and AAN member expertise, uniquely positions the ABF to be able to raise significant funding for brain research, which in turn supports the Academy’s research goals and sustainability; this defines why it’s valuable for both the Academy and ABF to have a high-functioning, symbiotic relationship.

The ABF continually works with donors—individuals and institutions—interested in providing resources for research. The ABF leverages resources for research by identifying philanthropic interests among donors to fund existing projects in the AANI’s research portfolio, as well as by strategically collaborating with the AANI to create other funding opportunities as appropriate.

The Academy is committed to providing ABF financial assistance in the years 2020-24 for ABF’s operating expenses, with funding in years 2021-24 subject to ABF’s ability to achieve performance metrics developed for those years by the Academy Boards annually and ABF’s adherence to these Principles of Joint Collaboration and the Management Services, Resource Allocation and Lease Agreement.

Given their strategic goals, and in recognition of each other’s value, strength and potential, the Academy and ABF have identified the following areas of collaboration. For each area, the organizations have identified guiding principles to ensure their collaboration is either mutually beneficial or consistent with the commitment of supporting each other’s independent missions.

## **2. Guiding Principles.**

### *a) Research Agendas.*

- i. ABF is committed to financial support of, and voluntary health organization partner development efforts related to, AANI’s CRTS and CSDA programs and to other research projects agreed to by the AANI and the ABF as a result of consultation between AANI’s Science Committee and the ABF’s Research Advisory Committee.
- ii. AANI, through the Science Committee, is committed to assisting the ABF’s Research Advisory Committee in providing expert vetting of research projects proposed for ABF’s research platform.
- iii. The Science Committee and Research Advisory Committee will communicate no less than semi-annually about the research priorities of the AANI and the ABF’s ability to financially support those priorities.
- iv. The Academy is committed to prioritizing ABF as the Academy’s favored destination for patients or public individuals interested in funding brain research and for AAN members interested in seeking funding for research projects, if consistent with ABF’s research

focus and priorities. From time-to-time the Academy and ABF may promote initiatives of other voluntary health organizations.

b) *Development Strategies.*

- i. ABF and the Academy staff will share fundraising priorities annually, with no fewer than quarterly updates, and seek mutually beneficial alignment and collaboration where appropriate.
- ii. ABF may seek funding from existing or potential AANI Industry Roundtable (“IRT”) members, if approved by the AANI. After prior consultation with AANI before making contact, ABF may seek funding through IRT member organizations’ charitable giving departments or from their charitable giving affiliates.
- iii. The Academy will continue to support ABF’s efforts to fundraise from AAN members and Academy staff, including AAN membership dues check-off, honoraria donations, presence at the Annual Meeting, and the AAN staff campaign.

c) *Patient Advocacy.*

- i. ABF recognizes the Academy’s expertise and experience in advocating for issues related to neurology/brain disease and is committed to taking positions and providing resources that are consistent with Academy positions. ABF may expand on a particular issue to better serve its constituents; when doing so, ABF will collaborate with the Academy to align their positions to the extent reasonably possible and consistent with the mission of each organization. To the extent ABF takes a position that does not align with the Academy, is a position not addressed by the Academy, or is a position or action (e.g., endorsing a controversial issue or public figure) that threatens to damage the Academy brand, the ABF will remove, if the Academy requests, any use of the Academy name, trademarks, or other Academy-owned content in connection with ABF’s promotion of the unaligned position or otherwise being used by the ABF.
- ii. The Academy recognizes the value in, and the ABF supports, mobilizing ABF’s non-physician board members and public donor base to assist the Academy in advocating for certain patient-centric advocacy efforts.
- iii. The Academy and ABF staff will utilize the leadership meetings described in Section 2 e) iii. to discuss and determine which advocacy issues are best suited for ABF’s support.
- iv. In no event will ABF participate in or contribute to advocacy efforts in a manner inconsistent with its status as a 501(c)(3), tax-exempt organization.

d) *Patient Education, Public Awareness & Brand Support.*

- i. ABF recognizes its relationship with the Academy as a distinguishing feature making ABF unique and attractive to potential donors, researchers, and other voluntary health organizations. The Academy recognizes ABF’s ability, through its philanthropic efforts and community building, to demonstrate the value of neurology, neurologists, and neuroscientists to patients, caregivers, policy makers, and the general public.
- ii. The Academy is a trusted, central hub for patient and public education on brain disease. The Academy recognizes the benefit of utilizing ABF as a conduit for delivering this Academy content to the patients/public. ABF recognizes the benefit of utilizing this Academy content to attract and support ABF donors. Accordingly, the Academy and ABF staff will determine a strategic and sophisticated approach to integrate ABF on Academy patient/public platforms and integrate the Academy on ABF’s donor platforms, to the mutual benefit of the organizations and their brands, in a manner that does not duplicate content. ABF will utilize Academy and Brain & Life patient and public resources and not create separate patient and public education resources. However, the ABF may create content that connects the Academy’s patient education and public engagement resources to the need for brain research to support ABF’s donor development efforts.

e) *Communication.*

- i. The Academy and ABF are committed to ongoing cross-organizational communication and, where goals align, collaborative strategic planning efforts.
  - ii. ABF leadership will be invited to address the Academy Boards annually, to provide an update on ABF.
  - iii. On a monthly basis, the ABF Executive Director, and other designated ABF staff, will meet with the Academy Executive Team, or designated members of that team, to foster ongoing alignment on common goals and strategies. The Academy CEO and ABF Executive Director are responsible for coordinating these meetings and determining their respective invitees.
- f) *Leadership.*
- i. The Academy and ABF are committed to ensuring that members of their respective Boards of Directors are positioned to comply with their fiduciary responsibility to discharge their duties in good faith, in a manner the directors reasonably believe to be in the best interests of the corporation, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. This includes a duty of loyalty that requires each director to place the interests of the organization they manage above all other competing interests.
  - ii. Only ex-officio voting or non-voting members may serve on both the Boards of Directors of the Academy and ABF.

**3. Joint Steering Workgroup.** The Academy and ABF agree to form a Joint Steering Workgroup to foster successful implementation of these Principles and to review ABF's ongoing progress on the established performance metrics. The Joint Steering Workgroup will be comprised of a total of four to six members, with the ABF and the Academy each designating 2-3 representatives, which will include the President and CEO of the Academy as well as the Chair and Executive Director of the ABF. The Workgroup will meet once every quarter and more frequently as mutually agreed. Areas for Workgroup review and discussion may include (but are not limited to):

- a) *Research Agenda*
  - i. Reviewing and ensuring alignment of research agendas.
  - ii. Supporting collaboration and communication between AANI's Science Committee and ABF's Research Advisory Committee.
- b) *Development Strategies*
  - i. Ensuring mutually beneficial alignment and collaboration on fundraising efforts, including development opportunities for existing or potential AANI Industry Roundtable members.
- c) *Patient Education, Public Awareness and Brand Support*
  - i. Reviewing and approving the strategic direction for mutually beneficial, non-competitive or duplicative promotion of the Academy as the central hub and brand for patient and public education and advocacy, and the ABF as the go-to destination for supporting brain research.

**4. Operational Specifics.** The Academy CEO and ABF Executive Director are responsible for operationalizing the above Principles. The organizations will enter into a Management Services, Resource Allocation and Lease Agreement to describe lease of employees from AAN to ABF, ABF's lease of space at Academy headquarters, and ABF's use of certain services in the following areas: Finance, Operations, IT, Marketing, Human Resources and Legal. In addition, the Agreement will include use of the following resources:

- a) Organizational Names and Trademarks
- b) AAN Membership List
- c) ABF Donor List
- d) Patient Education & Public Engagement Resources

**5. Annual Review & Amendments.** The Academy and the ABF will review these Principles annually, with review beginning no later than October of each year. The Academy or ABF may propose amendments to these Principles. The proposer of an amendment will provide written notice of the proposed amendment and schedule a meeting among Academy and ABF leadership and staff to discuss the proposed amendment prior to consideration by the Boards of Directors. A proposed amendment does not become effective until approval by the Boards of Directors of ABF, AANI and AAN.

*History: Approved by AAN Board of Directors on September 17, 2016, by the AANI Board of Directors on September 17, 2016, and the ABF Board of Directors on September 18, 2016. Amended by AAN Board of Directors on December 27, 2019, by the AANI Board of Directors on December 27, 2019, and the ABF Board of Directors on December 16, 2019.*

**Appendix B**  
**Initial Leased Employees**

Emily Christian, Director, Advancement & External Relations

Lisa Dahlberg, Personal Philanthropy Advisor

Sharla Donohue, Database Administrator

Kim Howard, Operations & Executive Office Manager

Julia Miglets-Nelson, Grant Writing & Program Manager

Liam Moore, Mission Advancement Manager

Andrea Nargan, Data and Research Specialist

Jane Ransom, Executive Director

### **Appendix C Fees**

In consideration for the following services provided by AAN to ABF and the sublease of facility space and lease of equipment from AAN to ABF as described in the Management Services, Resource Allocation and Lease Agreement, during the period January 1, 2021, to December 31, 2021, ABF will pay AAN the following fees:

**Financial Services:** ABF will pay AAN \$109,000, in monthly installments of \$9,083.25. AAN will invoice ABF and payment is due on the first day of each month.

**Human Resources and Other Operations Services:** ABF will pay AAN \$54,000, in monthly installments of \$4,500. AAN will invoice ABF and payment is due on the first day of each month.

**Sublease of Facility Space :** ABF will pay AAN \$34,000, in monthly installments of \$2,833.50. AAN will invoice ABF and payment is due on the first day of each month.

**Information Technology Services & Lease of Equipment:** ABF will pay AAN \$31,000, in monthly installments of \$2,583.25. AAN will invoice ABF and payment is due on the first day of each month.

**Legal Services:** AAN will invoice ABF for actual hours incurred at an hourly rate agreed upon between AAN and ABF, which will be payable within 14 business days of receipt of invoice from AAN.