

EMPLOYER TIP LINE

MASTER SERVICES AGREEMENT | 7.1.26

This Master Services Agreement (the "Agreement") is by and between:

Employer Tip Line, LLC, a Texas limited liability company with a principal place of business at 8751 Collin McKinney Parkway, Ste 1102 #1099, McKinney, TX 75070 ("Service Provider," "we," "us"), and

[CLIENT LEGAL NAME], a [STATE] [entity type] with a principal place of business at [CLIENT ADDRESS] ("Client"),

each a "Party" and together the "Parties."

Acceptance and Effective Date. Client accepts and agrees to be bound by all terms of this Agreement by completing payment for one of the service plans offered by Service Provider. Client's completion of payment constitutes Client's electronic signature and binding acceptance of this Agreement in full, without need for a separate signed signature page. This Agreement becomes effective as of the date Client's payment is received by Service Provider (the "Effective Date"), and that date governs all term, billing, and renewal calculations under this Agreement.

1. SERVICES

1.1 Service Provider will establish and maintain a confidential, anonymous employee reporting channel (the "Tip Line") on behalf of Client, allowing Client's employees, contractors, and other authorized reporters to submit reports of workplace concerns, including but not limited to policy violations, harassment, safety issues, fraud, theft, or other misconduct ("Reports").

1.2 The Tip Line will be made available through the channel(s) selected in Exhibit A (e.g., web form, phone line, SMS, or email intake), each branded or co-branded as agreed by the Parties.

1.3 Service Provider will relay Reports to Client's designated recipient(s) listed in Exhibit A within the timeframe specified in Section 5, without disclosing any reporter-identifying information unless the reporter affirmatively consents to disclosure.

1.4 Service Provider is a reporting-intake and relay service. Service Provider does not investigate Reports, adjudicate claims, provide legal advice, or determine the truth or legal significance of any Report. Client is solely responsible for investigating, responding to, and resolving all Reports.

2. TERM AND RENEWAL

2.1 Client elects one of two service plans at signup: (a) the Month-to-Month plan, or (b) the 12-Month Agreement.

2.2 Month-to-Month Plan. This Agreement begins on the Effective Date and continues on a month-to-month basis. Client may cancel at any time by providing written notice; cancellation is effective at the end of the then-current monthly billing period, and no partial-month refund is issued.

2.3 12-Month Agreement. This Agreement begins on the Effective Date and continues for a fixed term of 12 months ("Initial Term"). Following the Initial Term, the Agreement automatically renews on a month-to-month basis at the then-current Month-to-Month rate unless either Party provides written notice of non-renewal at least 15 days before the Initial Term ends.

3. FEES AND PAYMENT

3.1 Client will pay the fees corresponding to the plan selected at signup. No services begin until payment is received.

3.2 Month-to-Month plan fees consist of a one-time \$49 setup charge plus first and last month's payment (\$127 total due at signup), followed by recurring monthly payments of \$39, billed automatically each month.

3.3 12-Month Agreement fees consist of a single payment of \$450, paid in full at signup, with no separate setup charge.

3.4 All fees paid are non-refundable once processed, except as expressly stated in this Agreement.

3.5 Fees are exclusive of applicable taxes, which are Client's responsibility unless Client provides a valid exemption certificate.

3.6 Service Provider may adjust fees for any future billing cycle or renewal by providing at least 30 days' written notice.

4. REPORTING MATERIALS AND EMPLOYEE COMMUNICATIONS

4.1 Service Provider will provide Client with two (2) anonymous reporting posters, in physical and/or digital format, for display in Client's workplace(s).

4.2 Each poster will present three (3) reporting options: (a) a dedicated phone number, (b) a dedicated text (SMS) number, and (c) a scannable QR code linking to the web-based reporting form.

4.3 Service Provider will provide Client with standard handbook verbiage describing the Tip Line, which Client may incorporate into its employee handbook or other internal policies at Client's discretion.

4.4 Service Provider will provide Client with an Anonymous Reporting Sign-Off Acknowledgment page, which Client may use to document each employee's acknowledgment of the Tip Line.

4.5 Client is responsible for distributing posters, incorporating handbook verbiage, and administering the sign-off acknowledgment page. Service Provider is not responsible for verifying Client's internal distribution or acknowledgment process.

5. REPORT HANDLING AND RESPONSE TIMES

5.1 Service Provider will forward each Report to Client's designated recipient(s) within 1 business day of receipt, except where technical issues beyond Service Provider's reasonable control cause delay.

5.2 Client is responsible for designating and maintaining at least one current, monitored recipient for Reports at all times.

5.3 Client acknowledges that Service Provider has no visibility into, and no responsibility for, whether or how Client investigates or acts upon a Report once relayed.

6. ANONYMITY AND CONFIDENTIALITY

6.1 Service Provider will not collect, store, or transmit reporter-identifying information unless the reporter voluntarily and knowingly provides it.

6.2 Service Provider will maintain reasonable administrative, technical, and physical safeguards to protect the confidentiality of Report content.

6.3 Client agrees it will not attempt to identify, and will not retaliate or permit retaliation against, any individual believed to have submitted a Report, except as required by law.

6.4 Both Parties will keep the terms of this Agreement, and any non-public information exchanged in connection with it, confidential, except as required by law or to enforce this Agreement.

7. CLIENT RESPONSIBILITIES

- Communicate the availability of the Tip Line to employees using guidance or templates Service Provider may provide.
- Designate and keep current at least one internal recipient responsible for reviewing Reports.
- Comply with all applicable federal, state, and local laws governing whistleblower protection, workplace retaliation, and employee reporting.
- Provide accurate account and billing information and pay fees when due.

8. INDEPENDENT CONTRACTOR RELATIONSHIP

Service Provider is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the Parties.

9. INTELLECTUAL PROPERTY

9.1 Service Provider retains all right, title, and interest in the Tip Line platform, software, branding, and related materials. Client receives only a limited, non-exclusive, non-transferable right to use such materials during the Term.

9.2 Client retains all rights to its own trademarks, name, and logo used in any co-branded materials.

10. TERM AND TERMINATION

10.1 Either Party may terminate this Agreement for material breach if the breaching Party fails to cure the breach within 15 days of written notice.

10.2 Client on the Month-to-Month plan may terminate for convenience at any time per Section 2.2. Client on the 12-Month Agreement may terminate by providing 30 days' written notice; fees paid for the remainder of the Initial Term are non-refundable.

10.3 Upon termination, Service Provider will disable the Tip Line for Client and, upon written request, delete or return any retained Report data within 30 days.

11. DISCLAIMER OF WARRANTIES

THE TIP LINE IS PROVIDED "AS IS." SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SERVICE PROVIDER DOES NOT WARRANT THAT THE TIP LINE WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT IT WILL PREVENT, DETECT, OR RESOLVE ANY SPECIFIC INCIDENT OF MISCONDUCT.

12. LIMITATION OF LIABILITY

12.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT.

12.2 SERVICE PROVIDER'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CLIENT IN THE 12 MONTHS PRECEDING THE CLAIM.

12.3 Nothing in this Agreement limits liability for gross negligence, willful misconduct, or a Party's breach of Section 6, to the extent such limitation is prohibited by law.

13. INDEMNIFICATION

Each Party will indemnify, defend, and hold harmless the other Party from third-party claims arising out of the indemnifying Party's gross negligence, willful misconduct, or breach of this Agreement, except to the extent caused by the other Party's own negligence or breach.

14. GENERAL PROVISIONS

14.1 **Governing Law.** This Agreement is governed by the laws of the State of Texas. Venue lies in Collin County, Texas.

14.2 **Assignment.** Neither Party may assign this Agreement without the other's written consent, except in connection with a merger, acquisition, or sale of substantially all assets.

14.3 **Notices.** Notices must be in writing and delivered to the addresses set forth above.

14.4 **Entire Agreement.** This Agreement, including its Exhibits, constitutes the entire agreement between the Parties and supersedes all prior discussions or agreements.

14.5 **Amendment.** This Agreement may only be amended by a written instrument signed by both Parties.

14.6 **Severability.** If any provision is held unenforceable, the remaining provisions remain in full force and effect.

14.7 **Force Majeure.** Neither Party is liable for delay or failure to perform due to causes beyond its reasonable control.

EXHIBIT A — SERVICES, CHANNELS, AND FEES

Reporting Channels Included

- ☐ Web-based reporting form (employertipline.com)
- ☐ Dedicated phone line / voicemail intake
- ☐ SMS text-in reporting
- ☐ Email intake

Designated Client Recipient(s)

Name / Role: _____ Email/Phone: _____

Name / Role: _____ Email/Phone: _____

Fees

Plan selected: ☐ Month-to-Month (\$127 due at signup; \$39/month thereafter) ☐ 12-Month Agreement (\$450 paid in full, no setup charge)

Estimated employee headcount covered: _____

EXHIBIT B — DATA HANDLING SUMMARY

Service Provider stores Report content on infrastructure with industry-standard access controls. Reports are accessible only to Client's designated recipient(s) and Service Provider personnel with a legitimate operational need. Reporter-identifying information is never requested and is only retained if a reporter voluntarily includes it in free-text fields. Data is retained for [] months following submission unless a longer period is required by law or requested by Client in writing, after which it is deleted or anonymized.

This template is provided for convenience and does not constitute legal advice. Employer Tip Line recommends having this Agreement reviewed by a licensed attorney before use, and adapting it to reflect your actual service delivery, pricing model, and applicable state law.