

KESSLER STANDARD MASTER AGREEMENT

This “Standard Master Agreement” (hereinafter referred to as the “Agreement” or “Standard Master Agreement”) is made effective as of the first date on which Client or an individual acting on behalf of Client accesses a Kessler Product or Trial Product after such time as this Standard Master Agreement was made available on Kessler’s Website (“Effective Date”) by and between Kessler Energy, LLC (“Kessler”) and you and/or any individual acting on your behalf, who is not otherwise currently subject to a written Master Agreement with Kessler (collectively, “Client”). This Agreement supersedes any and all prior agreement(s) between the Parties. Kessler and Client are referred to herein collectively as “Parties,” and individually, as a “Party.” Kessler is an investment adviser registered under the laws of the State of Texas with the Texas Securities Board.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the Parties agree as follows:

1. PRODUCTS

1.1 **License.** Kessler hereby grants to Client a non-exclusive, non-transferable, limited license to access the Products listed on the Product Order(s) executed between the Parties, which are hereby incorporated into this Agreement, in accordance with the terms of this Agreement. Kessler shall not be required to provide any Products until the parties have mutually agreed upon and executed a Product Order. All rights not expressly granted to Client under this Agreement are reserved by Kessler. “Product(s)” means the following products or services Kessler provides or makes available to Client pursuant to this Agreement, which may include:

1.1.1. “Investment Ratings” – recommendations to buy or sell individual securities or groups of securities, whether delivered in writing (including electronically), orally (whether in person or by telephone) or via the Kessler Energy Website or Kessler software.

1.1.2. “Earnings Estimates” – projections of the financial results of individual companies or groups of companies.

1.1.3. “Valuation Estimates” – estimated fair value price of individual securities or groups of securities.

1.1.4. “Website-Based Investment Advice” – investment recommendations delivered via the web portal(s) made available by Kessler, including both static recommendations and those that respond dynamically in response to interaction with the Client.

1.1.5. “Software” – software provided by or made available by Kessler that may be installed on client computers or delivered as a service over the internet.

1.1.6. “Software-Based Investment Advice” – investment recommendations delivered via software developed by or made available by Kessler that may be installed on client computers or delivered as a service over the internet, including both static recommendations and those that respond dynamically in response to interaction with the Client.

1.1.7. “Research” – written analysis and associated presentation materials, including all associated Data and Media, whether industry/macro-level, company-specific, and/or asset-specific in mediums that may include, but are not limited to PDF, Microsoft Word, Microsoft Excel, Microsoft PowerPoint and emails.

1.1.8. “Media” – multimedia objects, whether stand-alone files or those embedded within other Products, including but not limited to charts, graphs, images, video and graphics.

1.1.9. “Models” – financial and/or industry models in spreadsheet and/or database format or as may be made available through the Website, Software or as delivered by email.

1.1.10. “Data” – industry and/or financial statistics, whether historical, estimated or projected as may be included in Research, Media, Models, Databases or made available via the Website or Software or delivered as part of Research Services.

1.1.11. “Databases” – data files housed in common database formats, including but not limited to Microsoft SQL Server, Microsoft Access, and/or Oracle.

1.1.12. “Website” – web portal(s) made available by Kessler, including associated tools and download capability for Research, Media, Models, Data, Databases and/or Research Services.

1.1.13. “Research Services” – time spent by Kessler employees and/or agents conducting Research, compiling Data for or discussing, explaining and/or answering questions pertaining to any Product, whether by phone or in person, including but not limited to time accounted for explicitly in one or more Product Orders.

1.1.14. “Other Investment Advisory Services” – time spent by Kessler employees and/or agents preparing and/or communicating client-specific investment recommendations.

1.2. **Client Requests.** Kessler may choose, at its sole discretion, to create or modify a product and/or service in response to questions, comments, requests, statements made by Client, whether verbally or in writing and included on a Product Order or otherwise (individually and collectively, “Client Requests”) and/or Client’s use of any product or service. Except as agreed to explicitly in writing on a Product Order, Kessler retains the same rights, and Client maintains the same obligations, to the investment advice and/or other product or service which are created and/or modified in response to Client Requests and/or Client’s use of the product or service as apply to all other Products.

1.3. **Availability.** Unless specifically agreed otherwise in writing on a Product Order for a defined term, Kessler retains the right to make any and all of its Products available at any time to any client, person or entity at its sole discretion and makes no assurances with regard to Website and/or Software uptime or availability.

1.4. **Discretionary Access.** In the absence of an executed Product Order for a Product, Kessler may still choose to make its Products available to the Client, at its sole discretion, in which case the Product shall be referred to as “Trial Product”. Kessler retains the same rights, and Client maintains the same obligations, to Trial Products as apply to all other Products in this Agreement, including the Duties Upon Termination listed in section 4.2 below. In addition, upon written or verbal request from Kessler, Client shall stop, and shall cause its Authorized Users to stop, accessing and/or using the Trial Products, and shall destroy all copies, in whatever media, of the Trial Products or portions thereof maintained in its possession, even if Kessler makes such request prior to termination of this Agreement.

1.5. **Modifications.** Client acknowledges and agrees that the Products may rely in part on and/or be bundled together with data from third party providers. In the event such third parties cease providing all or part of the data, or prevent or limit the re-distribution thereof, Kessler reserves the right to modify the types of Products offered and/or access thereto in order to reflect any such changes.

1.6. **Authorized Agents.** The following “Authorized Agents” are permitted to execute Product Orders in the manner specified in section 1.7 below.

1.6.1. on behalf of Client: the individual electronically executing this Agreement via the Kessler Website

1.6.2. on behalf of Kessler:

Robert Kessler, robert.kessler@kesslerenergy.com

1.7. **Execution of Product Order(s).** Product Orders may be executed only between Authorized Agents in the manner(s) listed below. (check all that apply):

1.7.1. in writing – documents may be exchanged in scanned/fax form in multiple counterparts by email

1.7.2. by email agreement, provided that the email clearly references this Agreement

1.7.3. by verbal agreement between Authorized Agents, which is confirmed by Kessler via email

1.7.4. through the use of an online order tracking feature on Kessler’s Website

2. ACCESS

2.1. **Authorized Users.** The right to access and use the Products extends only to “Authorized Users” specified in the corresponding Product Orders entered into in connection with this Agreement. Authorized Users must agree to the current “Terms of Use” and “Privacy Policy” listed on the Website before accessing and using any Products. Client agrees that acceptance of the Terms of Use and Privacy Policy by an Authorized User constitutes acceptance by the Client. Each individual accessing any Products via the Kessler Website is hereby deemed an Authorized User under the terms of this Agreement. Client represents that Client is an “accredited investor” as such term is defined under Regulation D promulgated under the Securities Act of 1933.

2.2. **Passwords.** Each Authorized User will select a unique password (“Password”). Client shall be solely responsible for maintaining the accuracy of the information regarding each Authorized User designated to access the Products. Client agrees to take such actions as are necessary to maintain the confidentiality of, and to prevent the unauthorized use of, each Password. Client also agrees to notify Kessler immediately if Client determines that an unauthorized party has gained access to a Password or the Products. Client is responsible for removing access privileges for any person previously authorized who is no longer authorized to access the Products. Further, except to the extent caused by Kessler, Client shall be liable for any and all damages, losses, liabilities, costs and expenses resulting from the misuse of or unauthorized access to the Products through the use of an ID or Password assigned to Client or its Authorized Users.

3. OWNERSHIP AND USE

3.1. **Ownership.** Kessler is the sole and exclusive owner of the Products provided to Client under the terms of this Agreement, and all accompanying intellectual property rights associated with the Products. Client shall acquire no right to the Products except as expressly set forth in this Agreement. Although certain of the data and information accompanying the Products are publicly available, their compilation is protected by copyright and other laws. Client shall not use, copy, or transfer the Products except as provided in this Agreement. Client shall not modify, enhance, merge, reverse engineer, decompile, disassemble or prepare derivative works of the Products, without Kessler’s prior written consent. Client shall acquire no right to the Products except as expressly set forth in this Agreement. Client shall not modify any copyright notices, proprietary legends, any trademark and service mark attributions, any patent markings, and other indicia of ownership or disclaimers included with the Products or other materials accessed under this Agreement. Any derivative use of the Products, and any use of data mining, robots, or similar data gathering and extraction tools is strictly prohibited. In no event shall Client or any Authorized User frame any portion of the Website, Software or any Products contained therein.

3.2. **Use.** Only duly appointed Authorized Users of Client shall be allowed to access the Products on behalf of Client. The Authorized Users shall have the right to download and extract portions of the information and data contained in the Products and use such information and data for Client's internal business purpose only by current Authorized Users. Client, and the Authorized Users, shall not: (i) publish, distribute, transfer, sublicense, sell, exchange, encumber, dispose or assign to any third party data obtained through the Products; (ii) grant to any third party access to any Product, or any data or information contained therein; (iii) use the Products on a service bureau or time-sharing basis; (iv) sublicense, sell, lend, rent or lease all or any portion of the Products to any third party; (v) merge the Products, or data or other information, available on the Website with any software program or extract such data other than into a spreadsheet without prior approval from Kessler; (vi) create a derivative database based on or which utilizes the Products, or data or other information, available through the Products. Client shall take all precautions that are reasonably necessary to (i) prevent access to the Products or any component thereof by any individual who is not an Authorized User; and (ii) prevent any unauthorized distribution or redistribution of the Products.

4. TERM AND TERMINATION

4.1. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) months thereafter (the "**Initial Term**"). Thereafter, this Agreement shall automatically renew for additional one-month periods (each a "**Renewal Term**"), unless terminated by either party upon written notice at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. Provided, however, that this Agreement cannot be cancelled while a Product Order is still in effect. The Initial Term and all Renewal Terms are collectively referred to herein as the "**Term**". Notwithstanding the foregoing, this Agreement may be terminated by either Party by written notice to the other Party in the event that such other Party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days from receipt of such notice. In addition, a Party may terminate this Agreement if the other Party (i) files a voluntary petition in bankruptcy, (ii) makes a general assignment for the benefit of its creditors, (iii) suffers or permits the appointment of a trustee or receiver for its business assets, (iv) becomes subject to any proceeding under any bankruptcy or insolvency law which is either consented to by such other Party or is not dismissed within ninety (90) days, (v) initiates actions to wind up or liquidate its business voluntarily or otherwise, (vi) ceases doing business in the ordinary course, or (vii) anything analogous to any of the events described in this sentence occurs under the laws of any applicable jurisdiction.

4.2. **Duties Upon Termination.** Immediately upon termination, expiration, or cancellation of this Agreement, Client shall stop, and shall cause its Authorized Users to stop accessing and/or using the Products, and shall destroy all copies, in whatever media, of the Products or portions thereof in its possession. Upon request from Kessler, Client shall provide Kessler a statement signed by an officer of Client confirming that all copies of the Products have been destroyed and that Client has retained no copies of the Products.

4.3. **Suspension.** Notwithstanding anything to the contrary in this Agreement, if Client or an Authorized User causes a breach of this Agreement that Kessler in its sole discretion determines threatens the security of the Products, or is likely to violate any law, regulation, or court order, regardless of whether such breach is ultimately determined to be a violation of such law, regulation or court order, Kessler may, in its sole discretion, withhold delivery of the Products and/or suspend access to any or all products, services and data by Client and/or its Authorized Users until such breach is cured.

5. FEES AND PAYMENT TERMS

5.1. **Invoices.** In consideration of the Products provided hereunder, Client agrees to pay the fees specified in the Product Order(s). All invoices are payable within thirty (30) days of receipt. Invoices shall be deemed overdue, if they remain unpaid for thirty (30) days after the invoice date. If full payment of any invoice is not received within thirty (30) days of invoice date, Client shall pay interest of one percent (1%) per month on the outstanding balance. If Kessler is required to pay or collect any local, state or national taxes sales, use or other similar taxes for the Products provided under this Agreement, then such taxes shall be billed to and paid by Client, except for any such taxes based on the income of Kessler. While all fees are negotiated individually, a sample fee schedule is attached hereto as Exhibit A.

6. CONFIDENTIALITY

6.1. **Confidentiality.** Except as otherwise provided herein, Client acknowledges and agrees that the Products and Product Order(s) are the proprietary, confidential and trade secret information of Kessler or of its third party providers. Client agrees that the Products and Product Orders shall be treated as and held in confidence by Client, shall be used only for purposes of this Agreement by Client, and that Client agrees not to disclose, directly or indirectly, the Products or Product Orders in whole or in part, without the express written consent of Kessler. Client acknowledges that the breach or threatened breach of this Section 6 will cause irreparable harm to Kessler and its third party providers, and that Kessler will not have an adequate remedy in money or damages. In the event of such breach or threatened breach, Kessler, in addition to any other available remedy at law or in equity, shall be entitled to obtain injunctive relief without posting bond or other security.

7. WARRANTY; LIMITATION OF LIABILITY

7.1. **Certain State and Federal Laws.** Certain laws, including state and federal securities laws, impose liabilities under certain circumstances on persons who act in good faith and therefore nothing contained herein shall in any way constitute a waiver or limitation of any rights that the Client may have under any such laws.

7.2. **No Warranty.** Kessler does not warrant, and shall have no responsibility for, the accuracy, performance or completeness of the Products, the underlying data, or any forecasts or analysis provided as part of the Products, and all such data and information is provided without any warranty of any kind, express or implied. The nature of available data, industry expectations, plans, and company and government action in the public domain are subject to uncertainty. Accordingly, Client acknowledges that actual future events, as well as the current environment may differ substantially from the data, forecasts and opinions included in the Products provided to or accessed by Client or an Authorized User. Kessler does not warrant that any of the Products, or any portions thereof, will continue to be available, and shall have no liability, and shall provide no refund of fees, in the event any third party provider limits access to any of the Products, or any portion thereof, or ceases to provide updated information. In the case of Alberta, Canada, certain underlying well-level data may be purchased directly from the Alberta Energy Regulator. Kessler does not warrant that the Products or any portion thereof will meet Client's business needs or that the operation of the Products will be uninterrupted or error free. Kessler is not responsible for problems caused by changes in the operating characteristics of the Client's computer hardware or computer operating systems used to access the Products or for problems in the interaction of the Products with other third party software. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KESSLER PROVIDES THE PRODUCTS AND TRIAL PRODUCTS TO CLIENT AND ITS AUTHORIZED USERS ON AN "AS IS," AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND KESSLER DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION AN IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT." CLIENT UNDERSTANDS THAT KESSLER OBTAINS DATA INCLUDED WITH THE PRODUCTS FROM THIRD PARTIES, INCLUDING GOVERNMENT AGENCIES, THAT KESSLER MAKES NO WARRANTIES OF ANY KIND REGARDING THE ACCURACY OR COMPLETENESS OF ANY SUCH DATA OR THE PRODUCTS, AND THAT KESSLER IS UNDER NO OBLIGATION TO CORRECT ANY ERROR OR OMISSION THEREIN. PERFORMANCE CANNOT BE GUARANTEED AND ANY INVESTMENT MAY LOSE VALUE.

7.3. **No Indirect Damages.** KESSLER SHALL NOT BE LIABLE TO CLIENT OR ANY USER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF CLIENT'S OR ANY USERS ACCESS TO OR USE OF ANY PRODUCT OR THIS AGREEMENT OR ANY BREACH THEREOF EVEN IF KESSLER HAS BEEN ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

7.4. **Limitation of Liability.** IF KESSLER BECOMES LIABLE TO CLIENT UNDER THIS AGREEMENT FOR ANY REASON, WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE, SUCH LIABILITY SHALL NOT EXCEED IN THE AGGREGATE FOR ALL EVENTS THE AMOUNTS PAID BY CLIENT UNDER THIS AGREEMENT TO KESSLER IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

7.5. **Indemnification.** Client shall defend, indemnify, hold harmless Kessler its affiliates, and their respective officers, directors, employees, agents and representatives ("Kessler Group") from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) incurred by any member of the Kessler Group resulting from any third party claim, suit, action, or proceeding brought against any member of the Kessler Group arising from or in connection with this Agreement or Client's access to or use of the Products.

8. MISCELLANEOUS

8.1. **Independent Contractor.** The relationship of the Parties under this Agreement shall be solely that of independent contractors. In its capacity as provider of the Products under this Agreement, Kessler is not an agent, partner, or joint venturer of Client, and nothing in this Agreement will cause either Party to be an agent, partner, or joint venturer of the other Party.

8.2. **No Competition.** If Kessler determines, at its sole discretion, that Client is using any Product in a manner that results in competition with Kessler, Kessler may immediately terminate this Agreement. Provided, however, that in such event Kessler shall refund any fees that were paid in advance for Products yet to be delivered on a pro-rata calendar day basis (in the absence of other reasonable allocation method) for the length of time that the Product was to be delivered. Nothing in the foregoing shall limit Kessler's rights to pursue other remedies.

8.3. **Non-Solicitation Provision.** During the term of this Agreement and for twelve (12) months thereafter, neither Party will solicit for a permanent or other position any employee or subcontractor of the other Party to whom that party was introduced as a result of this Agreement. Should a Party solicit and/or hire an employee or contractor from the other Party, the soliciting and/or hiring Party shall pay to the other Party an administrative fee equal to 1 year's salary of the employee's new salary at the soliciting and/or hiring Party's new company.

8.4. **Retained Correspondence.** Client acknowledges and accepts that any communication between Client, Kessler and their respective agents, including but not limited to telephone conversations, emails, instant chat, and text messages may be documented, recorded and retained by Kessler indefinitely for internal quality control and compliance purposes. Kessler is under no obligation to notify Client at the time the communication is being recorded. Kessler may make information pertaining to communications with Clients available to government authorities and/or industry regulators if required to do so legally or by industry regulation.

8.5. **Assignment.** Neither Client nor Kessler may assign, by operation of law or otherwise, this Agreement or any rights obtained hereunder without the prior written consent of the other party. Any assignment made in contravention of this Section shall be null and void for all purposes. To the extent that there are successors or assigns permitted under this Section, this Agreement shall be binding on an inure to the benefit of the parties and their respective successors and assigns.

8.6. **Investment Advisor Disclosure.** Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. Part 2A of the form is available at <https://www.kesslerenergy.com/FormADV2a.aspx> and Part 2B of the form is available at <https://www.kesslerenergy.com/FormADV2b.aspx>. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

8.7. **Laws and Regulations.** The Client represents and agrees that it and its Authorized Users will use the Products provided hereunder only in accordance with this Agreement and with all applicable federal, state, and local laws and regulations, and in accordance with the conditions, rules, regulations, license or contractual restrictions and specifications that may be set forth in any manuals, materials, documents, or instructions in existence on the date of this Agreement and furnished or communicated by Kessler on an ongoing basis throughout the Term of this Agreement.

8.8. **Governing Law.** This Agreement, and all the rights and duties of the parties arising out of, in connection with, or relating in any way to the subject matter of this Agreement or the transactions contemplated by it, shall be governed by, construed, and enforced in accordance with the laws of the State of Texas (excluding its conflict of laws rules which would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding hereunder shall be brought exclusively in Harris County, Texas. Each party consents to the personal jurisdiction of the state and federal courts of said county and waives any objection that such courts are an inconvenient forum. The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

8.9. **Attorney's Fees.** If Kessler takes action (by itself or through its representatives) to enforce any of the provisions of this Agreement, including collection of any amounts due hereunder, in addition to all sums to which it is entitled or any other relief, at law or in equity, Kessler shall be entitled to recover from Client and Client agrees to pay, reasonable attorney's fees and all costs of any litigation.

8.10. **Limitation Period.** CLIENT MAY NOT ASSERT ANY CLAIM OR CAUSE OF ACTION AGAINST KESSLER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OF WHICH THE CLIENT KNEW OR SHOULD HAVE KNOWN MORE THAN TWO (2) YEARS PRIOR TO SUCH ASSERTION AND PROVIDED THAT THE CLIENT NOTIFIED KESSLER IN WRITING WITHIN 180 DAYS OF DISCOVERING SUCH CLAIM OR CAUSE OF ACTION.

8.11. **Force Majeure.** Kessler shall not be liable for any delay in performance or any failure in performance under this Agreement caused in whole or in part by any event beyond its reasonable control, including, but not limited to, war (whether an actual declaration thereof is made or not), sabotage, terrorism, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or delays in transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, weather events (including, storms, hail, hurricanes, tornados) or other act of God, or machinery or technical failures.

8.12. **Notices.** All notices required under the provisions of this Agreement shall be in writing and delivered by personal delivery, overnight mail via a national overnight courier service, or United States certified mail with return receipt requested, to the address indicated on the Order Form, and shall be effective upon actual delivery to the recipient. Either party may change its address for notice hereunder by written notice to the other Party.

8.13. **Severability.** In the event any portion of this Agreement, or the application thereof to any person or circumstance, shall be determined to be invalid or unenforceable, that portion or application of this Agreement will be null and void, and the remainder of this Agreement will continue to be valid and enforceable to the extent permitted by applicable law.

8.14. **Waiver.** The terms of this Agreement may only be waived by a written instrument executed by the party against whom such waiver is sought to be enforced. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, whether or not similar.

8.15. **Survival.** The provisions of Sections 3, 4.2, 6, 7 and 8 will survive any expiration or termination of this Agreement.

8.16. **Modification.** No modification of this Agreement shall be enforceable, unless in writing and executed by the persons sought to be bound thereby.

8.17. **Entire Agreement.** This Agreement, including any Addendums, Product Orders, Terms of Use and Privacy Policy, constitutes the complete and exclusive statement of the agreement between the Parties with regard to the matters set forth herein, and it supersedes all other agreements, proposals, and representations, oral or written, express or implied, with regard thereto. In the event of conflict between this Agreement and any addendum, Product Order(s), Terms of Use, Privacy Policy or other agreements between the Parties, this Agreement shall govern for the item(s) in conflict.

8.18. **Electronic Signatures.** This Agreement, including any Addendums, Product Orders, Terms of Use and Privacy Policy, and any modifications, waivers or notifications relating thereto may be executed and delivered by facsimile, electronic mail, or other electronic means, including via a website designated by Kessler by completing the procedures specified on that website. Any such facsimile, electronic mail transmission, or communication via such electronic means, including any communication in accordance with the procedures specified in such website, shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such facsimile, electronic mail transmission, or communication via such electronic means shall be deemed to be in writing. If Client's signature or acknowledgment is required or requested with respect to any document in connection with this Agreement and any employee or representative authorized by Client "clicks" in the appropriate space on a website designated by Kessler or takes such other action as may be indicated by Kessler, Client shall be deemed to have signed or acknowledged the document to the same extent and with the same effect as if Client had signed the document manually. Client acknowledges and agrees that it has the ability and knowledge to print information delivered to Client electronically, or otherwise knows how to store that information in a way that ensures that it remains accessible to Client in an unchanged form.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

CLIENT

Agreed to by Client upon first accessing a Product or Trial Product after this Standard Master Agreement was made available on the Kessler Website

By: /s/ by click-through agreement to Terms of Use on Kessler's Website

Name: an individual, who by accessing this document via the Kessler Website using credentials assigned to them represents that they have the authority to enter into this Agreement on behalf of their employer and themselves

Title:

Date: Effective Date

Address:

KESSLER

Kessler Energy, LLC

By: /s/ Robert Kessler

Name: Robert Kessler

Title: CEO

Date: Effective Date

Address: 1415 South Voss, Suite 110-421
Houston, TX 77057

Exhibit A

The following is a chart listing various example fees which are representative of a general engagement. However, note that these fees are intended to be used for illustrative purposes only, and are not intended to be an offer or commitment to render services at the costs listed. The fee for individual line-items listed below may be more or less than indicated based on the work provided. All fees are subject to individual negotiation.

Example Fee Schedule (single-user copy)	
In-Depth Thematic Report	\$3,000
Summary Presentation	\$2,300
Full Excel worksheets underlying the preparation of a report	\$10,000
Moderate use of the interactive analytical tools accompanying a report	\$2,400
Analyst time and tools to prepare client-specific material	\$250-\$1,000 / hour
Account Administrative Fees	\$5,000 / year