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MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (“Agreement”) is made by and between Traeger Pellet Grills LLC (“Traeger”), and Company. Traeger and Company are sometimes later in this Agreement referred to individually as a “Party” or collectively as the “Parties.”

1. Services

- 1.1 Traeger hereby engages Company, and Company hereby accepts such engagement, as an independent contractor to provide certain services on behalf of Traeger from time to time, which services will be described in detail in a Statement of Work (“SOW”), the form and substance of which shall be mutually agreed to by the parties, in accordance with the terms and conditions of this Agreement. These services are hereafter referred to as the “Services.”
- 1.2 Traeger shall not control the manner or means by which Company performs the Services.
- 1.3 Unless otherwise set forth in a SOW, Company shall furnish, at its own expense, the equipment, supplies and other materials used to perform the Services. Traeger agrees provide Company with access to its premises, employees, necessary information, and equipment to the extent required for the performance of the Services.

2. Term

The term of this Agreement shall commence on the effective date of the SOW and shall continue until any SOW remains in effect, unless earlier terminated in accordance with paragraph 11. Any extension of the term will be subject to mutual written agreement between the parties.

3. Fees and Expenses

- 3.1 As full compensation for the Services and the rights granted to Traeger in this Agreement, Traeger shall pay Company the fees according to the terms set forth in the applicable SOW (the **Fees**).
- 3.2 Company is solely responsible for any travel or other costs or expenses incurred by Company in connection with the performance of the Services, and in no event shall Traeger reimburse Company for any such costs or expenses, unless explicitly set forth in a SOW.

3.3 Traeger shall pay all undisputed Fees within 45 days after Traeger's receipt of an invoice submitted by Company upon completion of the Services and in accordance with the payment schedule set forth in applicable SOW.

4. Relationship of the Parties

4.1 Company is an independent contractor of Traeger, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Company and Traeger for any purpose. Company has no authority (and shall not hold itself out as having authority) to bind Traeger. Company shall not make any agreements or representations on Traeger's behalf without Traeger's prior written consent.

4.2 Without limiting paragraph 4.1, All persons providing Services to Traeger under this Agreement will at all times be employees (or contractors/subcontractors) of Company and not of Traeger. Company at all times will be an independent contractor with full and complete responsibility for all of its employees, representatives, and subcontractors (hereafter "Personnel"). Company and Personnel assigned by Company to work on behalf of Traeger shall be bound by the confidentiality terms of this Agreement set forth in section 6 below.

5. Intellectual Property Rights & Ownership

5.1 Unless explicitly stated otherwise in a SOW, Traeger is and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to all the inventions, work developed or created, and proceeds resulting from the Services performed under this Agreement, including but not limited to the deliverables set out on any SOW (collectively the **Deliverables**), including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively **Intellectual Property Rights**) therein. Company agrees that the Deliverables are hereby deemed a "work made for hire" as defined in 17 U.S.C. § 101 for Traeger to the maximum extent under applicable law. If, for any reason, any of the Deliverables do not constitute a "work made for hire," Company hereby irrevocably assigns to Traeger, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.

5.2 Any assignment of copyrights under this Agreement includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" (collectively, "Moral Rights"). Company hereby irrevocably waives, to the extent permitted by applicable law, any and all claims Company may now or hereafter have in any jurisdiction to any Moral Rights with respect to the Deliverables.

- 5.3 Company shall make full and prompt disclosure to Traeger of any inventions or processes, as such terms are defined in 35 U.S.C. § 100 (the "Patent Act"), made or conceived by Company alone or with others during the Term, whether or not such inventions or processes are patentable or protected as trade secrets and whether or not such inventions or processes are made or conceived during normal working hours or on the premises of Traeger. Company shall not disclose to any third party the nature or details of any such inventions or processes without the prior written consent of Traeger.
- 5.4 Upon the request of Traeger, Company shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Traeger to prosecute, register, perfect, record or enforce its rights in any Deliverables. In the event Traeger is unable, after reasonable effort, to obtain Company's signature on any such documents, Company hereby irrevocably designates and appoints Traeger as its agent and attorney-in-fact, to act for and on its behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other intellectual property protected related to the Deliverables with the same legal force and effect as if Company had executed them. Company agrees that this power of attorney is coupled with an interest.
- 5.5 Notwithstanding paragraph 5.1, to the extent that any of Company's pre-existing materials identified in Schedule 1 are contained in the Deliverables, Company retains ownership of such preexisting materials and hereby grants to Traeger an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such preexisting materials and derivative works thereof. Traeger may assign, transfer and sublicense such rights to others without Company's approval.
- 5.6 Except for such pre-existing materials identified on Schedule 1, Company has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Deliverables. Company has no right or license to use Traeger's trademarks, service marks, trade names, trade names, logos, symbols or brand names.
- 5.7 Company shall require each of its employees to execute written agreements securing for Traeger the rights provided for in this paragraph 5 prior to such employee providing any Services under this Agreement.
- 6. Confidentiality**
- 6.1 Company acknowledges that it will have access to information that is treated as confidential and proprietary by Traeger, including, without limitation, the existence and terms of this Agreement and any trade secrets, technology, information pertaining to business operations and strategies,

customers, pricing, and marketing, marketing, finances, sourcing, personnel or operations of Traeger, its affiliates or their suppliers or customers, in each case whether spoken, printed, electronic or in any other form or medium (collectively, the "Confidential Information"). Any Confidential Information that Company develops in connection with the Services, including but not limited to any Deliverables, shall be subject to the terms and conditions of this paragraph. Company agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of Traeger in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. Company shall notify Traeger immediately in the event it becomes aware of any loss or disclosure of any Confidential Information.

6.2 Confidential Information shall not include information that:

- (a) is or becomes generally available to the public other than through Company's breach of this Agreement or
- (b) is communicated to Company by a third party that had no confidentiality obligations with respect to such information.

6.3 Company may disclose Confidential Information that is required to be disclosed by law or pursuant to the terms of a subpoena or court order; provided that Company has given Traeger prior notice of such disclosure and an opportunity to contest such disclosure and disclose only the minimum Confidential Information necessary to comply with such law or order and otherwise continue to maintain the confidentiality of the Confidential Information.

7. Publicity. Traeger may, in its discretion, refer to Company in connection with the deliverables or services provided under this Agreement in dissemination, use, or promotion of deliverables on any presently existing or future developed form of digital or physical media.

8. Representations and Warranties

8.1 Company represents and warrants to Traeger that it:

- (a) has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of its obligations in this Agreement;
- (b) entering into this Agreement with Traeger and its performance of the Services does not and will not conflict with or result in any breach or default under any other agreement to which Company is subject;
- (c) has the required skill, experience and qualifications to perform the Services, Company shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards and best practices for similar services and

Company shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

- (d) shall perform the Services in compliance with all applicable federal, state and local laws and regulations;
- (e) the Services will meet the standards and specifications approved by Traeger, will be accurate and completed according to any performance schedule or timeline, and will otherwise conform to the requirements of this Agreement;
- (f) all Deliverables are and shall be Company's original work (except for material in the public domain or provided by Traeger) and do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation or other entity.

8.2 Traeger hereby represents and warrants to Company that:

- (a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

9. Indemnification

9.1 Company shall defend, indemnify and hold harmless Traeger and its affiliates and their officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

- (a) bodily injury, death of any person or damage to real or tangible, personal property resulting from Company's acts or omissions; and
- (b) Company's breach of any representation, warranty or obligation under this Agreement.

9.2 Traeger may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Company.

10. Insurance

During the Term, Company shall maintain in force adequate workman's compensation, commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to Traeger, with policy limits sufficient to protect and indemnify Traeger and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members and controlling persons, from any losses resulting from Company or its agents, servants

or employees conduct, acts, or omissions. Traeger shall be listed as additional insured under such policy, and Company shall forward a certificate of insurance verifying such insurance upon Traeger's written request, which certificate will indicate that such insurance policies may not be cancelled before the expiration of a 30 day notification period and that Traeger will be immediately notified in writing of any such notice of termination.

11. Termination

11.1 Traeger may terminate this Agreement without cause upon 30 days' written notice to Company. In the event of termination pursuant to this paragraph 11.1, Traeger shall pay Company on a proportional basis any Fees then due and payable for any Services completed up to and including the date of such termination.

11.2 Traeger may terminate this Agreement, effective upon written notice to Company, in the event that Company breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, Company does not cure such breach within ten (10) days after receipt of written notice of such breach;

11.3 Upon expiration or termination of this Agreement for any reason, or at any other time upon Traeger's written request, Company shall, within 5 days after such expiration or termination:

- (a) deliver to Traeger all Deliverables (whether complete or incomplete) and all hardware, software, tools, equipment or other materials provided for Company's use by Traeger;
- (b) deliver to Traeger all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information;
- (c) permanently erase all of the Confidential Information from Company's computer systems, back-up systems, and mobile devices; and
- (d) certify in writing to Traeger that Company has complied with the requirements of this paragraph.

11.4 The terms and conditions of this paragraph 11.4, paragraph 4, paragraph 5, paragraph 6, paragraph 7, paragraph 9, paragraph 11.3, paragraph 12, paragraph 13 and paragraph 14 shall survive the expiration or termination of this Agreement.

12. Non-Solicitation

Company agrees that during the Term of this Agreement and for a period of twelve months following the termination or expiration of this Agreement, it shall not make any solicitation to employ the Traeger's personnel without written consent of the Traeger to be given or withheld in Traeger's sole discretion. For the purposes of this paragraph 12, a general advertisement or notice of a job listing

or opening or other similar general publication of a job search or availability to fill employment positions, including on the Internet, shall not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this paragraph 12.

13. Assignment

Company shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without Traeger's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. Traeger may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.

14. Miscellaneous

14.1 Company shall not export, directly or indirectly, any technical data acquired from Traeger, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

14.2 All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

14.3 This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

14.4 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

- 14.5 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah, U.S.A. without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the state of Utah in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.
- 14.6 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 14.7 This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.