SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is entered into as of August 31, 2026 ("Effective Date") between MGT Impact Solutions, LLC ("MGT"), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and the City of Dyersville, Iowa ("Client"), located at 340 1st Avenue East, Dyersville, Iowa. 52040, collectively referred to herein as the "Parties."

1. THIS AGREEMENT. The Parties enter into this Agreement to set forth the general terms and conditions that will govern MGT's provision of services to Client.

2. TERM. The term of this Agreement shall commence on the Effective Date and will continue until completion of Services.

3. SCOPE. MGT will provide the following Services to Client:

- MGT will update the existing Compensation Study for approximately 18 to 20 positions using the same comparable community group utilized in the 2020 and 2023 studies;
- No new comparable community analysis will be conducted. The work will include collecting and analyzing current market data, evaluating the existing compensation plan and pay ranges, and recommending updates as appropriate.
- MGT will also develop potential modeling options for alternative pay structures for the organization's consideration.
- The market survey will include limited questions related to police officer night-shift and weekend-shift differentials, as well as a small number of additional benefit-related questions as needed; this is not intended to be a comprehensive benefits review.
- Deliverables will include a full written report summarizing the findings and recommendations, along with a presentation of the results.

4. COST & EXPENSES. The fixed fee total for the Services is $8,500.00. MGT will obtain prior written approval related to any expenses.

5. FEES AND PAYMENT. All invoices submitted by MGT to Client shall be due and payable within thirty (30) days of receipt.

Client Billing Contact
Name: Mick Michel
Email Address and Phone Number: mmichel@cityofdyersville.com, (563) 875-7724

6. LOCATION. MGT will perform the Services virtually unless otherwise provided herein**.**

7. INSURANCE. During the Term of this Agreement MGT will maintain standard insurance coverage with Certificates of Insurance available to Client upon request.

8. LIMITATION OF LIABILITY. MGT shall not be held liable for factors outside of its reasonable control, including but not limited to losses or damages as a result of Client's provision of inaccurate data. To the extent permitted by law, except for actions or claims resulting from MGT's gross negligence or intentional or willful misconduct, MGT's total aggregate liability to Client shall be limited to the amount of compensation paid by Client to MGT under this Agreement in the twelve (12) months prior to the action giving rise to liability.

9. CONFIDENTIALITY. Each party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the circumstances to be confidential, ("Confidential Information"). Confidential Information may be disclosed only to third parties with a need-to-know for the performance of Services and who are bound by confidentiality obligations no less restrictive than those herein.

10. MODIFICATION. This Agreement shall only be modified by written amendment signed by the Parties.

11. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES. Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state, or local laws.

12. NOTICES. All legal notices required by this Agreement are deemed to have been given when notices are both (1) delivered by email to the email address below, and (2) following such email delivery, a mailed copy of the notice is delivered to the mailing address below.

To MGT:
Name: MGT Impact Solutions, LLC
ATTN: Legal Notice/Contracts
Address: 4320 West Kennedy Blvd.
Tampa, FL 33609
Email: contracts@mgt.us

To Clients:
Name: City of Dyersville, Iowa
ATTN: Mick Michel
Address 340 1st Avenue East
Dyersville, Iowa. 52040
Email: mmichel@cityofdyersville.com

13. THIRD PARTY BENEFICIARIES. Nothing in this Agreement is intended or shall be construed to confer upon any person or entity, other than the Parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Services Agreement.

MGT IMPACT SOLUTIONS, LLC

_____
Name: A. Trey Traviesa
Title: CEO
Date:

CITY OF DYERSVILLE, IOWA

_____
Name: Mick Michel
Title: City Administrator
Date: