

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported) March 30, 2020

Matrix Service Company
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-15461
(Commission
File Number)

73-1352174
(IRS Employer
Identification No.)

5100 East Skelly Drive, Suite 500, Tulsa, Oklahoma 74135
(Address of principal executive offices and zip code)

918-838-8822
(Registrant's Telephone Number, Including Area Code)

NOT APPLICABLE
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.01 per share	MTRX	NASDAQ Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected to not use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b), (c) and (e). On March 31, 2020, in acceleration of the planned transition previously announced in a Current Report on Form 8-K filed on August 28, 2019, (the “August 28 Form 8-K”), Joseph F. Montalbano has retired from the office of Vice President and Chief Operating Officer effective March 31, 2020 and Matrix Service Company (the “Company”), has promoted Alan R. Updyke to the same office effective April 1, 2020. There are no disagreements between Mr. Montalbano and the Company on any matter relating to the Company’s operations, policies or practices.

Information describing the professional background and compensation of Mr. Updyke was included in the August 28 Form 8-K and is incorporated by reference herein.

In connection with his retirement and in accordance with his long-term incentive award agreements, Mr. Montalbano will forfeit a total of 27,106 restricted share units that vest based on the passage of time. He will receive pro-rata vesting of all outstanding market based performance share units and cash based performance awards. The vesting of these awards will be determined by the Company’s actual performance in relation to the underlying metrics and will be settled at the normal vesting dates.

In accordance with his Severance Agreement, Mr. Montalbano will receive cash severance in the amount of \$620,214, representing one year of base salary and the average of his bonus for the three previous years. Pursuant to his Separation Agreement and in recognition of his past service to the Company, Mr. Montalbano will receive additional cash severance of \$260,500, representing six months of base salary, and reimbursement of COBRA expenses for a period of 15 months. In addition, effective April 1, 2020 the Company has engaged Mr. Montalbano as a consultant to advance certain strategic directives and to provide other strategic services. Under this Consulting Services Agreement, Mr. Montalbano will receive consideration of \$20,000 per month. The Consulting Services Agreement may be terminated at the option of the Company or Mr. Montalbano at any time with 30 days notice.

The foregoing descriptions of the Separation Agreement and the Consulting Services Agreement do not purport to be complete and are qualified in their entirety by the full text of these agreements, which are attached hereto as Exhibits 10.1 and 10.2 and are incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

The following exhibits are furnished herewith:

Exhibit No.	Description
10.1	<u>Matrix Service Company Separation Agreement and Release of Claims for Persons Forty Years of Age and Older.</u>
10.2	<u>Consulting Services Agreement.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Matrix Service Company

Dated: April 3, 2020

By:

/s/ Kevin S. Cavanah

Kevin S. Cavanah
Vice President and Chief Financial Officer

MATRIX SERVICE COMPANY
SEPARATION AGREEMENT AND RELEASE OF CLAIMS
FOR PERSONS FORTY YEARS OF AGE AND OLDER

This Separation Agreement and Release of Claims (the "Agreement") is hereby entered into between Joseph F. Montalbano ("Employee") and Matrix Service Company, to include its parents, affiliates, and subsidiaries, and their officers, directors, employees, board of directors, representatives, administrators, attorneys, successors, assigns, agents or others working on their behalf, both collectively and individually ("MATRIX" or "Company"), and shall set forth the terms and conditions of Employee's separation from employment with MATRIX.

1. EMPLOYMENT END DATE. Employee's employment with MATRIX will terminate effective March 31, 2020.

2. SEPARATION PAY. In consideration of his/her acceptance of this Agreement, MATRIX will provide Employee with Separation Pay in the amount of Eight hundred eighty thousand seven hundred and fourteen Dollars \$880,714, less customary payroll deductions ("The Separation Pay"). Employee will receive The Separation Pay in a lump sum within fourteen (14) days after his/her execution of this Agreement, provided, however, the Agreement has not been revoked by Employee in accordance with the terms herein. Also, in consideration of his/her acceptance of this Agreement, MATRIX will reimburse Employee for COBRA expenses related to medical, dental and vision benefit coverages for a period of 15 months through June 30, 2021. Employee understands and agrees that The Separation Pay is comprised of \$620,214 to which he entitled under his Severance Agreement as well as an additional cash payment of \$260,500 and COBRA payments to which he is not otherwise entitled by law, contract, or MATRIX Corporate policy and procedures, and that MATRIX is under no obligation to offer, pay, or tender The Separation Pay unless and until the Employee executes and signs this Agreement and knowingly and voluntarily releases the Claims described herein. The Parties agree that payment of The Separation Pay and COBRA payments shall not be construed as an admission of liability for any alleged damages or wrongdoing by MATRIX.

3. RELEASE OF ALL CLAIMS. In exchange and consideration for The Separation Pay and other benefits stated above, Employee hereby releases MATRIX of any and all claims, liabilities or actions, known or unknown, which Employee presently has, may have or which Employee ever had against MATRIX as of the execution date of this Agreement, including but not limited to any tort claims, any contract claims, any claims for emotional distress, any claims for breach of an expressed or implied contract, claims of breach of the covenant of good faith and fair dealing, claims of breach of fiduciary duty, claims of fraud and/or misrepresentation, claims of defamation/slander/libel, claims of retaliation, discrimination or harassment, claims of intentional or negligent infliction of emotional distress, mental pain and suffering and anguish, claims of loss of future earnings or profits, impairment of economic opportunities, claims of unlawful interference with employment rights, wrongful termination, wrongful discharge and violation of public policy, or claims under federal or state statutes, including Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; the Civil Rights Act of 1966; the Americans with Disabilities Act of 1990 (ADA), as amended by the Americans with Disabilities Act Amendments Act (ADAAA); the National Labor Relations Act, as amended; 42 U.S.C. §§1981 and 1983; the Rehabilitation Act of 1973; the Equal Pay Act of 1963, 29 USC § 201 et seq.; the Pregnancy Discrimination Act; the Genetic Information Non-Discrimination Act of 2008; the Employee Retirement Income Security Act of 1974, as amended; the Occupational Safety and Health Act; the Employee Polygraph Protection Act; the Vietnam Era Veterans Readjustment Assistance Act; the Immigration Reform and Control Act; the Family and Medical Leave Act of 1993; the Age Discrimination in Employment Act of 1967, as amended and the Older Worker Benefit Protection Act, and all other federal, state or local human rights, fair employment and other such laws which may be involved in the termination of Employee's employment as well as any claim arising from any MATRIX policy or procedure ("Claims").

Other than regular wages through March 31, 2021 and the payment of Employee's accrued but unused PTO balance, Employee affirmatively states to MATRIX that he/she has been paid all amounts due him/her other than the payment to be made in conjunction with the execution of this Separation Agreement, and has no claim for any wages due and unpaid. Employee further affirmatively states to Matrix that he/she has no claim for any unpaid minimum wage or overtime pay. Finally, Employee also affirmatively states that he/she has not been deprived of any personal leave time to which he/she was entitled, and that Employee makes these affirmative statements, at least in part, to induce MATRIX to enter into this Agreement.

4. OLDER WORKERS' BENEFIT PROTECTION ACT. To comply with the Older Workers' Benefit Protection Act of 1990 ("OWBPA"), MATRIX has advised Employee of the legal requirements of the OWBPA and fully incorporates the legal requirements by reference into this Agreement as follows and in paragraph 5 below:

- a. This Agreement is written in layman's terms, and Employee understands and comprehends its terms;
- b. Employee has been advised of his/her right to consult an attorney to review this Agreement;
- c. Employee does not waive any rights or Claims that may arise after the date the Agreement is executed;
- d. Employee is receiving consideration beyond anything of value to which he/she is already entitled; and
- e. Employee acknowledges he/she has had a reasonable period of time within which to consider this Agreement.

5. CONSIDERATION PERIOD, LIMITED REVOCATION AND EFFECTIVE DATE. Employee acknowledges that he/she has been given a period of forty-five (45) calendar days during which to consider whether to enter into this Agreement. Employee further acknowledges that he/she will have seven (7) calendar days from the date he/she signs and delivers/mailed a copy of the Agreement to Nancy Austin, 5100 E. Skelly Drive., Suite 100, Tulsa, OK 74135 during which time Employee may revoke the Agreement as to his/her release of Claims **under the ADEA and OWBPA only**, by delivering a signed and dated notice of revocation to Nancy Austin. This Agreement becomes immediately effective and enforceable as to all Claims, except those arising under the ADEA and OWBPA. This Agreement becomes effective and enforceable as to Claims under the ADEA and the OWBPA when the seven (7) day revocation period has expired if Employee has not delivered/mailed a written revocation to Nancy Austin before that time.

6. ALL CLAIMS RELEASED. This Agreement specifically includes, but not by way of limitation, all Claims, known and unknown, asserted by or on behalf of Employee against MATRIX. Employee represents and warrants that to the best of his/her knowledge, information and belief no other person or entity is entitled to assert any claim of any kind or character based upon or arising out of and alleged to have been suffered by him/her in or as a consequence of Employee's employment and his/her relationship with MATRIX.

7. NO ADDITIONAL CLAIMS OR LAWSUITS. Employee represents that he/she has not filed, caused to be filed, or asserted any other complaints, Claims, charges or actions against MATRIX. This includes complaints, Claims, charges or actions filed with any state, federal or local governmental agency and/or court, and any arbitrator. Employee expressly acknowledges and agrees that he/she has received payment of compensation and/or wages owed to him/her as a result of his/her former employment with MATRIX.

8. NO EFFECT ON GOVERNMENTAL ACTION. Nothing in this Agreement shall affect any state, federal or local governmental entity from enforcing employment-related laws, including, without limitation, those listed in Section 3 above.

9. COOPERATION AND ASSISTANCE. After Employee's termination from employment with MATRIX, he/she agrees to cooperate with and assist MATRIX and its representatives and attorneys as requested with respect to any litigation, arbitrations or other dispute resolutions by being available for interviews, depositions and/or testimony in regard to any matters in which he/she was involved during his/her employment with MATRIX or with respect to which he/she has relevant information. MATRIX will reimburse Employee for his/her reasonable travel and lodging expenses in connection with this obligation, if applicable.

10. CONFIDENTIAL INFORMATION AND TRADE SECRETS. Employee agrees that Employee will not, unless required or otherwise permitted by law, disclose or divulge to any other person or entity, directly or indirectly, any confidential records or information regarding the Company, including but not limited to the following: (i) practices, policies and or procedures; (ii) trade secrets; (iii) customer names; (iv) any information regarding existing or prospective future business, planning, or development; (v) contracts or proposed contracts; (vi) financial information; (vii) staffing or personnel utilization; (viii) salary or wage levels; (ix) privileged communications; and (x) other information deemed confidential or proprietary not herein listed. Further Employee covenants that he/she has not exported any Company electronic information to anyone or to his/her home computer or any other computer.

MATRIX and Employee agree that it shall not be a violation of this Agreement for Employee to disclose a trade secret in any of the following cases:

- a. where disclosure is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law;
- b. where disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or
- c. where disclosure is to the Employee's attorney who is representing the Employee in a claim that the Company retaliated against the Employee for reporting a suspected violation of law. The Employee or the Employee's attorney may use the trade secret information in the court proceeding without violating this Agreement, only if any document containing the trade secret is filed under seal and the Employee or the Employee's attorney does not disclose the trade secret, except pursuant to court order.

11. NON-INTERFERENCE and NON-SOLITICATION. Pursuant to section II.B.III of the Employee's Amended and Restated Severance Agreement dated January 20, 2017 the Employee Agrees as follows:

Employee acknowledges that in recognition and consideration of the Employee's employment, compensation and fringe benefits, and Additional Consideration, Employee covenants that he will not, for a period of one year immediately following his Employment End Date, working alone or in conjunction with one or more persons or entities, directly or indirectly: (i) solicit, contact, divert, appropriate, or receive business from, or otherwise encourage or assist any third party in soliciting, attempting to solicit, contacting, or receiving business from any Customer; provided such solicitation is for the purpose of interfering in the business of Company or related to providing competing products or services; or (ii) induce or attempt to induce any Customer from modifying, reducing, withdrawing, or terminating its business with MATRIX. Employee shall not solicit, encourage or serve any person or entity which is then engaged in the same business as MATRIX to solicit, directly or indirectly, the hire of any MATRIX employee who directly or indirectly performs or provides support of operations project execution, those

with access to Customer information of the Company or trade secret or confidential information of MATRIX or any Customer. Employee shall also be prohibited from the receipt of business from a Customer of MATRIX during this time period.

"Customer" shall mean any company, entity or business of any kind whatsoever for any current or former MATRIX customers within the past three years of the date of this Agreement.

12. 401(k) AND PROFIT SHARING PLANS. Employee shall have access to all vested funds in his/her §401(k) plan and Profit Sharing Plan maintained by MATRIX, all as provided in the appropriate Plan documents and SPD's.

13. CONFIDENTIAL AGREEMENT. Employee understands and agrees that all discussions, negotiations and correspondence relating to this Agreement and the terms thereof are strictly confidential and that this confidentiality provision is a material term of this Agreement. Accordingly, Employee understands and agrees that he/she will not, unless otherwise required or permitted by law, disclose to others any of the information regarding the terms of this Agreement, the benefit being paid under the Agreement, the existence or amount of The Separation Pay, or any information concerning the decision which resulted in the Agreement, except that he/she may disclose this information to his/her attorney, spouse, accountant, or other professional advisor to whom he/she must make such disclosures in order for them to render professional services. Employee further agrees that, in the event he/she should violate this confidentiality provision, MATRIX shall be entitled to pursue any legal and/or equitable remedies available to it, including injunctive relief and/or an action for breach of contract. The prevailing Party in any such action shall also be entitled to recover its reasonable expenses, including attorneys' fees, incurred in the prosecution or defense of said action.

14. NO APPLICATION TO SUBSEQUENT ACTS. This Agreement does not apply to acts occurring following the execution date of this Agreement.

15. REEMPLOYMENT OR REINSTATEMENT. Employee agrees that Company has no obligation, contractual or otherwise, to rehire, reemploy or recall him/her in the future.

16. SEVERABILITY CLAUSE. In the event that any of the terms or provisions of this Agreement are found to be legally unenforceable, then the remaining terms and conditions shall nevertheless be fully enforceable without regard to any such provision or terms that are found to be legally unenforceable.

17. SOLE CONSIDERATION. Employee affirms that the only consideration for his/her signing this Agreement are the terms stated herein; that no other promise or agreement of any kind has been made to or with him/her by any person or entity whomsoever to cause him/her to execute this Agreement, and that he/she fully understands the meaning and intent of this Agreement including, but not limited to, its final and legally binding effect.

18. BINDING UPON PARTIES AND SUCCESSORS. This Agreement shall be binding upon the Parties, their agents, representatives, successors and assigns.

19. MODIFIED ONLY IN WRITING. This Agreement may be modified or amended only by a written document signed by the Parties. No waiver of this Agreement or of any of the promises, obligations, terms or conditions contained herein shall be valid unless it is written and signed by the Party against whom the waiver is to be enforced.

20. TAX TREATMENT. Employee agrees that he/she will be responsible for satisfying any tax obligation that he/she may have or incur with regard to any money received from MATRIX, including but not limited to The Separation Pay. Employee expressly understands and agrees that MATRIX will report The Separation Pay to the Internal Revenue Service by way of an IRS Form W-2.

21. GOVERNING LAW AND JURISDICTION OF DISPUTES. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Oklahoma, and any action to enforce any claim hereunder shall be brought exclusively in the courts of the State of Oklahoma.

22. SECTION HEADINGS. Section headings are used herein for the convenience of reference and shall not affect the meaning of any provisions in this Agreement.

23. NON-DISPARAGEMENT. Both parties shall refrain from making any disparaging statements or causing any disparaging statements to be made about the other party, directly or indirectly, orally or in writing, to any individual, agency, organization, company, corporation, or other entity, including but not limited to representatives of the media and prospective employers. Further, neither Employee nor his/her agents, nor MATRIX nor its agents, shall directly or indirectly communicate, publish or reveal to any person or entity including any member of the news media that he/she was unjustly, unfairly, or illegally treated by MATRIX or any of its executives, Board Members, or employees of MATRIX.

24. PROTECTED RIGHTS. Notwithstanding anything herein to the contrary, Employee understands that nothing contained in this Agreement limits Employee's ability to file a charge or complaint with the any federal, state or local governmental agency or commission ("Government Agencies") and that this Agreement does not limit Employee's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to MATRIX. This Agreement does not limit Employee's right to receive an award for information provided to any Government Agencies.

25. ENTIRE AGREEMENT. This Agreement sets forth and comprises the entire understanding, agreement, and obligations of whatever nature or kind between the parties with regard to the resolution of Employee's employment status with MATRIX. All material representations, understandings and promises of the Parties are contained in this Agreement.

EMPLOYEE IS VOLUNTARILY AND KNOWINGLY ENTERING INTO THIS RELEASE AGREEMENT. EMPLOYEE HAS READ AND UNDERSTANDS THIS RELEASE AGREEMENT AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties to this Agreement hereby knowingly and voluntarily execute this Agreement by signing below.

/s/ Joseph F. Montalbano DATE: April 1, 2020
Joseph F. Montalbano

Joseph F. Montalbano
(PRINTED NAME)

MATRIX SERVICE COMPANY

BY: /s/ Justin D. Sheets DATE: April 1, 2020

Justin D. Sheets
(PRINTED NAME)

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into as of the 1st day of April 2020, by and between Matrix Service Company, an Oklahoma corporation (hereinafter "Company"), and Joseph F. Montalbano, an Individual, (hereinafter "Consultant").

RECITALS

1. Consultant is an expert in engineering and construction operations, with particular strengths in risk management, commercial terms and conditions, EPC projects and associated project management/execution.
2. Company wishes to obtain the services of a consultant on a monthly basis, or as may be otherwise agreed to in writing between the parties, in connection with the Company's efforts to improve commercial knowledge and project execution on major EPC projects across the organization, provide HSE coaching and mentoring, and provide expertise on other strategic initiatives; and,
3. Consultant is willing to use his expertise to perform such consulting services for Company.
4. Company desires to retain Consultant's services in connection with Company's business.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Consulting Services--Company hereby retains Consultant to provide Company with services as outlined in Exhibit A ("the Consulting Services"), at locations to be determined, and Consultant hereby accepts such engagement by the Company upon the terms and conditions and for the period hereinafter set forth. Notwithstanding Consultant's obligation to Company to perform the Consulting Services, Consultant may contract to render consulting services to any other person or entity during the term of this Agreement, provided that the performance of, or agreement to perform, such services does not violate any of Consultant's responsibilities or obligations under this Agreement, provided the performance of, or agreement to perform, such services does not represent a conflict of interest of the Company within the United States and Canada, and provided that the Consultant does not utilize any confidential information of Company in providing such services. During the term of this Agreement, Consultant shall perform his duties in a manner consistent with the degree of care and skill exercised by other professional consultants.

2. Term--The term of this Agreement shall commence on the date first above written and shall continue on a month to month basis, unless terminated in accordance with Paragraph 12 hereof.

3. Compensation--In consideration for the performance of the Consulting Services by Consultant for Company during the term of this Agreement, Company shall pay to Consultant a consulting fee (the "Consulting Fee") as outlined in Exhibit B.

The Consultant agrees that there are no fringe benefits receivable in connection with the performance of the Consulting Services. The Company shall not be required to make contributions for employment insurance, income tax deductions or other similar withholdings in respect of the fees for the Consulting Services to be paid to the Consultant pursuant to this Agreement.

4. Expenses--Consultant will be entitled to reimbursement from Company for reasonable, actual, out-of-pocket expenses incurred by him on behalf of and for the benefit of Company and with the prior approval of Company, in the performance of the Consulting Services. Consultant shall be reimbursed for actual mileage at the current IRS business travel deduction rate. Such expenses will be reimbursed only upon presentation by Consultant of such documentation as may be reasonably requested by Company to substantiate that all such expenses were incurred on behalf of and for the benefit of Company in his performance of the Consulting Services.

5. Independent Contractor--During the term of this Agreement, Consultant shall be, and shall be deemed to be, an independent contractor and not an employee or agent of Company. As an independent contractor, Consultant shall generally use his own equipment and tools in the performance of the Consulting Services, and will keep his own schedule.

6. Representations and Warranties--Consultant warrants and represents to Company that: (i) the execution, delivery and performance of this Agreement by Consultant do not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Consultant is a party or by which he is bound, (ii) Consultant is under no contract, bond, confidentiality agreement (except for other agreements with Company), or any other obligation which would hinder his performance of the Consulting Services, and (iii) Consultant will not use any information that he is under a duty not to disclose in the performance of the Consulting Services.

Consultant hereby acknowledges and represents that he has had the opportunity, should Consultant so desire, to consult with independent legal counsel regarding his rights and obligations under this Agreement and that he fully understands the terms and conditions contained herein.

7. Title to Work Product, Inventions, Patent Rights, and Copyrights

- a. Consultant understands and agrees that all research, designs, developments, modifications, improvements, software programs and all source codes, object codes, Inventions, Patent rights and Copyrights developed by Consultant during the term of this Agreement (collectively, the "Work Product"), and in connection with the performance of the Consulting Services, shall be and become the sole and exclusive property of Company and shall be delivered to Company upon request from Company in accordance with this Paragraph 8. Consultant agrees that the Work Product shall not be resold to any third party.
- b. Consultant shall promptly and fully disclose to Company, or its designee, any and all ideas, inventions, developments, improvements and processes, whether patentable or unpatentable, that are related in any manner to Company's business (commercial or experimental), and which are made or conceived by Consultant, either solely or jointly with others, in connection with the performance of the Consulting Services, during the term of this Agreement and for a period of three (3) years after termination of this Agreement ("Inventions"), together with any Letters Patent or patent applications covering the same (collectively, "Patent Rights").
- c. Consultant hereby assigns to Company all of his right, title, and interest in and to all Work Product, including Inventions, Patent Rights, and Copyrights, and, at Company's request and expense, will (i) execute specific assignments of the Work Product, Inventions, Patent Rights, and Copyrights to Company, (ii) execute any and all papers and documents with respect to such assignment as may be reasonably requested by Company, and (iii) perform

all acts deemed by Company to be necessary, convenient, or desirable for Company to obtain or secure Copyrights and Letters Patent thereof, whether in the United States or foreign countries, or both, to assure title thereto or to secure and enjoy the full benefits and advantages thereof.

- d. In the event any of the aforesaid Inventions are described in a patent application or disclosed to third parties by Consultant within two (2) years after termination of this Agreement, it will be presumed that the same were conceived or made by Consultant during the term of this Agreement and will belong to Company unless proved to have been conceived and made by Consultant following the termination of this Agreement.

8. Confidentiality

- a. The parties acknowledge that in order to permit Company to most effectively use the Consulting Services, it may be necessary for Company to disclose to Consultant certain confidential or proprietary information concerning Company's business and products, including without limitation, information pertaining to or concerning Company's inventions, research projects, plans, raw and other materials, supplies, costs, processes, methods, technical "know-how," machines, devices, parts, and practices in Company's business ("Confidential Information").
- b. Consultant agrees that Consultant will not, unless required or otherwise permitted by law, disclose or divulge to any other person or entity, directly or indirectly, any confidential records or information regarding the Company, including but not limited to the following: (i) practices, policies and or procedures; (ii) trade secrets; (iii) customer names; (iv) any information regarding existing or prospective future business, planning, or development; (v) contracts or proposed contracts; (vi) financial information; (vii) staffing or personnel utilization; (viii) salary or wage levels; (ix) privileged communications; and (x) other information deemed confidential or proprietary not herein listed.
- c. Consultant shall receive in strictest confidence, and shall at all times keep secret, and shall not use, except for the benefit of Company, all Confidential Information.
- d. Consultant shall not, without the prior written consent of Company, disclose to or discuss any Confidential Information with (i) any person not an employee of Company, or (ii) any employee of Company, except those known by Consultant to be duly authorized by Company to receive such Confidential Information.
- e. Upon termination of this Agreement, upon the request of Company, Consultant shall return all data, including but not limited to, drawings, blueprints, manuals, letters, notes, notebooks, reports, sketches, and similar items, memoranda, customer and supplier lists, and all other materials and all copies thereof, which contain any Confidential Information in the possession of or under the control of Consultant.
- f. The provisions of this Agreement regarding Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter.
- g. Confidential Information shall be treated in the manner specified in this Paragraph 9 until such time as (i) such information is otherwise available in the public domain through no action on the part of Consultant, or (ii) such information is required to be released by law or by any order of a governmental agency or court.
- h. Consultant understands that this Agreement is to be broadly construed in such manner as fully and completely to protect Company from any unauthorized use or disclosure of Confidential Information. Consultant agrees that the remedies for any breach or threatened breach of any provision of this Paragraph 9 would be inadequate and Company shall be

entitled to injunctive relief to enforce any provisions of this Paragraph 9. Notwithstanding the availability of injunctive relief, nothing herein shall be construed as prohibiting Company from pursuing any other available remedy for any such breach or threatened breach, including without limitation, the recovery of damages.

9. Material Non-Public Information--Consultant acknowledges and understands that due to the nature of Consultant's services, Consultant may become aware of material non-public information and agrees to comply with all federal insider trading laws relating to the Company or others from buying or selling common stock ("common stock" or "stock") or other securities of the Company or others, or engaging in any other action to take advantage of, or pass on to others, that information.

10. Release and Indemnification--To the extent permitted by law, Consultant hereby releases and agrees to indemnify Company from any and all claims or causes of action whatsoever which Consultant might otherwise now or hereafter possess, resulting in or from or in any way connected with any claim for personal injury or property damage of Consultant.

11. Information Technology--Consultant will provide his own phone, computer and hardware to perform services for Company. Consultant shall, at Consultants own expense, ensure such system is equipped with Microsoft 365 software.

Consultant will be provided access to Company electronic email, systems, files and other forms of electronic information. Consultant shall not download, save or in any way retain personally identifiable information relating to any Company employees, customers, suppliers or contractors. Consultant shall, to the extent access is permitted, save all work files on Company folders and drives and not Consultants personal computer or drives.

Consultant shall take reasonable cyber security efforts, which include but is not limited to, ensuring virus protection and malware systems are on Consultants hardware, and be diligent to avoid phishing emails, unauthorized system access and other cyber breaches. Consultant shall notify Company immediately of any perceived breach of Consultant's hardware, email or other related electronic systems which are utilized in Consultants services of the Company.

12. Termination--Except for Paragraph 9 above, this Agreement may be terminated by either party by providing 30 days written notice to the other party. Company agrees to pay Consultant fees earned through the month in which the termination occurs.

In the event of termination Company further agrees to pay any amounts for which Consultant is entitled to reimbursement under Paragraph 4 above through the termination date specified in the written notice of termination, or, in the case of death, through the last day of the calendar month in which his death shall have occurred.

13. Assignment--Neither party to this Agreement shall have the right to assign or delegate any of rights or obligations hereunder without the prior written consent of the other Party.

14. Amendment--Any amendment or modification of this Agreement will be effective only if in writing and signed by the parties hereto.

15. Entire Agreement--This Agreement constitutes the entire Agreement between Company and Consultant pertaining to the subject matter hereof and supersedes all prior written or oral agreements and understandings between Consultant and Company in connection with the subject matter hereof.

16. Governing Law--This Agreement and the rights and obligations hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma, excluding the

principles of conflicts of law, and the parties to this Agreement specifically consent to the jurisdiction of the courts of the State of Oklahoma over any action arising out of or related to this Agreement.

17. Severability--If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

18. Waiver--The parties hereto shall not be deemed to have waived any of their respective rights under this Agreement unless the waiver is in writing and signed by such waiving party. No delay in exercising any right shall be a waiver nor shall a waiver on one occasion operate as a waiver of such right on a future occasion.

19. Attorney Fees--In any action or proceeding which a party may be required to prosecute to enforce its respective rights hereunder, the unsuccessful party therein agrees to pay all reasonable costs incurred by the prevailing party therein, including reasonable attorney's fees, to be fixed by the court or arbitrator, and said costs and attorney fees shall be made a part of the judgment or award in said action or proceeding.

20. Notices--All notices required or permitted to be given hereunder shall be in writing and shall be effective upon delivery if delivered by hand, or on the third day after being mailed by first-class mail, postage prepaid, addressed to the applicable party at the address indicated below:

If to Company:

Matrix Service Company
Attn: Nancy Austin
5100 E. Skelly Drive, Suite 100
Tulsa, OK 74135
Telephone (918) 838-8822
naustin@matrixservicecompany.com

If to Consultant:

Joseph F. Montalbano
10990 S. 93rd East Ave.
Tulsa, OK 74133
918-409-7941

or at such other address as either of said parties may from time to time designate in writing.

IN WITNESS WHEREOF, the undersigned have executed this Agreement, or caused this Agreement to be executed, on the day and year first above written.

“CONSULTANT”

Joseph F. Montalbano

By: /s/ Joseph F. Montalbano

Name: Joseph F. Montalbano

Title: Vice President and Chief Operating Officer

“COMPANY”

Matrix Service Company

By: /s/ Justin D. Sheets

Name: Justin D. Sheets

Title: Vice President and General Counsel

EXHIBIT A
Joseph F. Montalbano
Consulting Services

Consultant will report to the Company's Chief Operating Officer (COO). The Consulting Services shall include but not be limited to:

- **Commercial and Contract Advisor on EPC projects.** Work with the General Counsel and COO or their designees to consult on various aspects of contract risks.

- **Risk Management Committee standing member.** Provides operational and commercial advice to the Committee, works with COO on proposal and project reviews as required

- **Safety leadership coaching, and mentoring.** Works with the COO on project safety audits, safety leadership coaching, occasional site orientation, training, and achievement recognition.

- **Develop a Project Management training academy in Matrix University.** Working with the COO, CAO and their teams, build an industry leading curriculum for the development of project manager excellence.

- **Acquisition support.** Working with the CEO, CFO, COO, and corporate development provide operations, strategic, and commercial support to diligence activities for targeted acquisitions, as requested.

- **Misc. assignments as designated by the COO** such as client relationships, troubled project support, executive mentoring, and strategic planning review.

This list is only a partial list and is not exhaustive as there are many other services that could and would be provided by the Consultant.

Initial /s/ Joseph F. Montalbano

EXHIBIT B
Joseph F. Montalbano
Consulting Fees

I. CONSULTING SERVICES

The Company shall pay to the Consultant for performing the Consulting Services under this Agreement \$20,000 per month. This is a fully burdened rate and is based on the Consultant working for the Company with the Consultant covering all respective and related overhead.

II. TAXES

The Consultant understands that he shall be responsible for all federal, state and local taxes which become payable in respect to Consultant's performance of the Services under this agreement. And shall indemnify and save harmless the Company from any and all claims, penalties, interest and cost which may be made or assessed against the Company in respect thereof.

The Consultant will receive a 1099 from the Company for income earned pursuant to this Agreement.

III. BILLING

The Company and the Consultant agree the Consultant shall submit an invoice to the Company at the end of each month for the expenses incurred in the month. Invoices are due and payable upon receipt. Outstanding accounts will be considered past due after thirty (30) days from date of invoice. Upon termination of the Agreement, Consultant shall submit his final billing no later than 30 days thereafter.

Initial /s/ Joseph F. Montalbano