

**THESE TERMS AND CONDITIONS** ("Terms and Conditions") set forth below are an integrated part of every **Master Services Agreement** ("MSA") entered into by and between CommPro Worldwide, Inc. ("CommPro") and the party(ies) executing the MSA (the "Client") with CommPro. These Terms and Conditions form a part of, and are integrated into, the MSA with the Client as if set forth in their entirety in the MSA.

## **1. SERVICES**

CommPro agrees to provide the services set forth in detail in Appendix A to the MSA (the "Scope of Work"). CommPro agrees to utilize its good faith judgment and professional experience in providing the Services. CommPro scope of services are defined in the MSA and Scope of Work ("SOW") in detail. CommPro agrees to provide these services listed in the MSA and the SOW with best efforts.

## **2. PAYMENT**

**(a) Professional Fees.** Client agrees to pay CommPro the amount(s) set forth within the MSA in accordance with the timing and terms of payment described therein (the "Fee"). Client acknowledges and agrees that, upon entering into the MSA, CommPro will make commitments on behalf of Client for the all the Services and shall devote substantial time and resources in the securing and providing of the Services. Client agrees to make all payments for Services and expenses by credit/charge card or via bank wire transfer.

**(b) Change Order Fees.** Client further agrees to pay CommPro all amounts owed pursuant to Client-approved "Change Orders" as that term is described in Section 3 hereof.

### **(c) Payment Terms:**

1. Client agrees to pay Fee (s) in the amount and as scheduled in with the MSA. All monthly core program retainer payments are due in accordance with the payment obligations outlined in the MSA.
2. The Fee for CommPro's professional services does not include expenses, third-party costs and other obligations incurred by CommPro for the benefit of the Client, which remain separately payable by the Client in accordance with the terms hereof, unless specific expenses, costs or obligations are assumed in writing by CommPro prior to incurring same. CommPro may in its discretion notify Client in writing that the Client is required to pay a third-party expense, cost or obligation directly to such third party and, promptly upon such notification, the Client agrees to make, and hereby accepts liability for, such payment. In no event shall the amount of any payment to a third party by Client entitle Client to offset or reduce any amount owed to CommPro hereunder.
3. In the event an installment payment, if applicable, of the Fee to CommPro is not made on or before the due date set forth in the MSA, client has incurred an interest rate of 1.5% per month.

## **3. ADDITIONAL SERVICES; CHANGE ORDERS**

**(a) Additional Services.** Should Client desire changes to the Services set forth in Appendix A to the MSA, or further work in addition to the Services, such additional services (the

“Additional Services”) shall only be provided by CommPro pursuant to a “Change Order” approved by the Client (the “**Change Order**”). The providing of Additional Services shall be governed by the MSA and these Terms and Conditions.

**(b) Change Orders.** The Client may specifically amend or modify the Services set forth in Appendix A by approval of a Change Order. The Client’s approval of a Change Order authorizes the CommPro to commence work and to invoice for that work. Once approved, the Change Order is deemed to be an amendment to, and shall be governed by, the MSA and these Terms and Conditions. A Change Order shall set forth:

1. the Additional Services to be provided, including changes to timeline and/or other parameters of services, as may be applicable; and
2. the fees and amounts payable for the Additional Services. The then-current hourly rates charged by CommPro personnel shall be applicable unless the parties have specifically agreed upon a fee for the Additional Services.

**(c) Change Order Procedure.**

1. The Client requests CommPro to provide Additional Services;
2. CommPro responds by forwarding a Change Order form to the Client via email for its review;
3. The Client approves the Change Order by returning it via email with executed digital signature or scanned in PDF format; and
4. CommPro commences the approved Change Order services.

**(d) No Offset.** CommPro invoicing shall reflect additional charges as agreed for Change Order work. Because of CommPro’s devotion of resources, overhead, manpower and incursion of third party costs immediately upon the Client’s execution of the MSA, there is no entitlement to Fee reduction or offset in the event a Change Order may reduce or alter certain Services already agreed hereunder while adding or modifying others.

#### **4. EXPENSES**

The Client shall reimburse CommPro for business expenses and obligations incurred by CommPro for the benefit of the Client and in furtherance of the Services and its obligations hereunder, provided that the CommPro submits documentation evidencing the expenses in a form reasonably acceptable to Client. Expenses in excess of \$500.00 shall require the Client’s prior written consent. Expenses shall be invoiced monthly and paid by Client promptly when due. Failure to receive an invoice shall not relieve Client of its obligations to reimburse expenses hereunder to which CommPro shall remain entitled. When past due, unpaid expenses shall be deemed included in total Fees outstanding.

#### **5. RELATIONSHIP BETWEEN PARTIES**

CommPro represents Client as its agent on an exclusive or non-exclusive basis, as set forth in the MSA, for advisory, PR and/or media relations services described in Appendix A. Nothing in the MSA or these Terms and Conditions should be construed to create a partnership, joint venture or employer-employee relationship. Each party is responsible for its own tax obligations. Client will not withhold or make payments for social security,

unemployment insurance or disability insurance on CommPro's behalf and CommPro shall have sole discretion with respect to its day-to-day operations and use of personnel to comply with its obligations under the MSA. The activities described in the MSA are not the exclusive activity of Client or CommPro. Client and CommPro each may undertake other activities unless specifically prohibited in the MSA.

## 6. REPRESENTATIONS AND WARRANTIES

**(a) Authority.** Each party represents, warrants and covenants to the other as follows:

1. such party has the full right and legal authority to enter into and fully perform this Contract in accordance with its terms;
2. the MSA when executed and delivered will be such party's legal, valid and binding obligation enforceable against it in accordance with its terms;
3. the execution and delivery of the MSA has been duly authorized by that party; and
4. the MSA is entered into solely for the purpose of the rights described therein and herein for no other purpose.

**(b) Reliance.** Client acknowledges that CommPro has agreed to provide the Services in reliance, in part, on the truthfulness and accuracy of the information provided to it by Client. Client acknowledges further that Client's reputation and commercial value would be damaged with the dissemination of inaccurate or incomplete information. The Client therefore represents and warrants to CommPro that all information and statements of fact, whether in written, digital or other format, provided by Client may be relied upon by CommPro and will be true and correct and will not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

**(c) No Guarantee.** CommPro will exert its best efforts to perform for Client the services outlined in the Scope of Work and MSA, however CommPro does not guarantee any specific outcome to these activities. In the course of rendering Services to the Client and developing relationships with strategic and media contacts, CommPro shall, in its sole discretion and with Client's approval, determine when and whether to introduce Client to any contact or relationship of CommPro.

## 7. MUTUAL INDEMNIFICATION

**(a) Client Indemnification.** Client shall indemnify, defend and hold harmless CommPro from any and all costs, expenses, liabilities and penalties including reasonable attorney's fees and expenses, incurred by CommPro arising out of Client's negligence, gross negligence, willful misconduct, or any actual or alleged breach by Client of any of Client's obligations, representations and warranties set forth hereunder or the MSA, or any liability arising from the use by third parties of Client's products or services (if applicable). CommPro shall not be held responsible for any breaches or failure to perform by third parties outside of CommPro or its full-time employees.

**(b) CommPro Indemnification.** CommPro shall indemnify, defend and hold harmless Client from any and all costs, expenses, liabilities and penalties including reasonable

attorney's fees and expenses, incurred by Client arising out of CommPro's negligence, gross negligence, willful misconduct, or any actual or alleged breach by CommPro of any of CommPro's obligations, representations and warranties set forth hereunder or the MSA, or any liability arising from the use by third parties of CommPro's products or services (if applicable). Client shall not be held responsible for any breaches or failure to perform by third parties outside of Client or its full-time employees.

## **8. TERM AND TERMINATION**

The term of the MSA shall commence on the date the MSA is signed by both parties (the "Effective Date") and shall continue for the term agreed to in the MSA (the "Initial Term"). Should any of the Services be rescheduled or additional time be required to complete the agreed Services, include any agreed Additional Services, the Initial Term shall be automatically extended by such additional time required. The MSA shall continue in force after the Initial Term unless terminated as set forth below.

**(a) Termination Without Cause.** Either party may terminate the Contract without cause at any time after three (3) months with at least ninety (90) days' prior written notice to the other party, such termination being effective upon the first day of the month following such 90-day notice period.

### **(b) Termination With Cause.**

1. Either Party may terminate this Contract at any time if the other Party is in uncured material breach or default of its non-monetary obligations hereunder and such breach remains uncured for thirty (30) days effective from the 1<sup>st</sup> day of the following month, or fewer days as applicable if specific Services are scheduled to be performed by CommPro in less than thirty (30) days, following receipt of written notice by the non-breaching Party.
2. In the event the material breach is Client's failure to pay any monetary amounts then due and payable according to the MSA, such breach must be cured within five (5) business days of receipt of notice of such breach, or CommPro may without any liability under the MSA terminate the MSA effective as of the date of notification. All Fees, expenses and other amounts to which CommPro is entitled under the MSA and herein shall be immediately payable by Client upon such termination or as they become due and payable as described in the MSA and herein.
3. The MSA may also be terminated for cause in the event the other party is declared insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a receiver is appointed or any proceeding is demanded by, for or against the other under any provision of the Federal Bankruptcy Act or any amendment thereof.

**(c) Payment Obligation on Termination.** Notwithstanding the foregoing, termination of the MSA shall only be deemed effective upon (i) compliance with required written notice, and (ii) full payment by Client to CommPro of all amounts owed to CommPro, through the effective date of termination, pursuant to the MSA and these Terms and Conditions. Notwithstanding any cancellation or termination of this Contract at any time

and for any reason, CommPro shall have the right to retain any sums already paid by Client as payment and consideration for CommPro's efforts, services and potential loss of goodwill with third parties due to cancellation and other incurred costs. Client shall be responsible for all third-party costs and expenses incurred by CommPro up to the Effective Date of Termination in connection with the Services or in otherwise carrying out the terms of the MSA regardless of reason for termination, or chargeable to CommPro after the Effective Date of Termination. CommPro's failure to limit, mitigate or recover such third-party costs shall not be deemed a breach hereof.

## 9. CONFIDENTIALITY

**(a) Defined.** Each party agrees to hold private and confidential all confidential information of the other party. Neither party, without the prior written consent of the other, shall divulge, disseminate, communicate or otherwise disclose, or directly or indirectly benefit from, any confidential or proprietary information of the other party except to the extent required by law, regulation or any judicial or regulatory authority. "Confidential Information" includes, but is not limited to, any information of the party not obtainable by the general public and which contains information which would be considered owned by that party and proprietary in nature and which would be considered as a trade secret except so far as it already exists in the public domain. For the avoidance of doubt, the parties hereto acknowledge and agree that only publicly available information shall be distributed or disseminated in connection with the provision of the Services unless approved or directed by the Client. Confidential Information of CommPro includes companies and personalities with whom CommPro has developed relationships and that CommPro utilizes in connection with providing public relations, media relations and related services. This right of Confidentiality shall survive the expiration of the MSA for a period of no less than five (5) years.

**(b) Ownership.** All Confidential Information of Client remains the property of Client and no license or other rights to Confidential Information are granted or implied hereby. Other than rights expressly granted herein, CommPro has no rights under the MSA to use, copy, or make derivative works of the Confidential Information. Client recognizes that CommPro (including its corporate affiliates) may be engaged in the promotion, development, marketing, licensing, or sale of similar concepts, systems, techniques, services or products to those of Client. Such concepts, systems, techniques, services or products may be competitive with those of Client and may display the same or similar functionality, including those contemplated by or embodied in any Confidential Information disclosed by Client to CommPro. Accordingly, nothing in the MSA or herein will be construed as a representation or agreement that CommPro will not develop or have developed for it promotional, marketing or similar public relations or media concepts, systems, techniques, services that are similar to the concepts, systems, techniques, products or services developed for Client after review of Client's Confidential Information.

**(c) CommPro Activities.** Client also acknowledges that the CommPro may receive information from other parties that is similar to information that Client may disclose to

the CommPro. Nothing in the MSA or herein is to be construed to prevent CommPro from engaging independently in activities with such other parties. Nothing in the MSA or herein, including the disclosure of the identity of Client's customers, potential customers, partners or potential partners, shall restrict CommPro's freedom to pursue business relationships with such parties referred by the Client or otherwise. CommPro retains sole discretion to assign or reassign the job responsibilities of its employees.

**(d) Residuals.** CommPro shall be free to use for any purpose any Residuals resulting from access to or work with any information disclosed by Client to CommPro. The term "Residuals" means information in non-tangible form which may be retained by persons who have had access to any information disclosed by Client to CommPro, including ideas, concepts, know-how, understandings or techniques contained therein. CommPro shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residuals.

## **10. USE OF CLIENT MARKS AND NAME**

The Client grants CommPro unrestricted use of Client's name, trademarks, slogans, logos and copyrighted information for purposes including but not limited to: press releases, marketing campaigns, editorial, design, links, and other public relations and marketing-related purposes both related to Client and CommPro. Client, on its behalf and on behalf of its affiliates, if applicable, grants CommPro use in perpetuity of images, artwork and renderings created for Client by CommPro, including those containing Client's name, trademarks, slogans, logos and copyrighted information for the purposes of inclusion in CommPro's portfolio of representative client work for CommPro's website, marketing, media outreach and PR purposes. Client represents and warrants that it fully owns or has unrestricted use of its trademarks, slogans and logos including uses as contemplated by the MSA and herein. Client may not use any CommPro/network/show trademarks, logos, slogans or related content without the prior written authorization of CommPro.

## **11. WORK PRODUCT**

To the extent Services involve creation of materials and programs proprietary to the Client, such materials and programs shall be deemed "Work Product" owned by the Client to the extent of the elements thereof proprietary to the Client, including intellectual property of the Client used therein. Notwithstanding the foregoing, ownership of Work Product remains in Client as set forth herein; provided, however, that CommPro's use of particular marketing methods, contests or similar promotions applicable to public relations and marketing generally, does not convey ownership of such methods, contests or promotions solely because they were adapted specifically to the Work performed for Client.

## **12. LIMITATION OF LIABILITY**

EXCEPT IN RELATION TO ANY BREACH OF SECTIONS 10, 14 OR 15, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION OF VALUE ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THE MSA, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE NON-BREACHING PARTY WAS ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

### **13. MUTUAL NON-SOLICITATION OF EMPLOYEES**

Neither party will at any time during the Term or for a period of one (1) year from the date of Effective Date of Termination, either individually or through any company controlled by or acting in concert with the party, directly or indirectly solicit for employment, or endeavor to employ or to retain as an independent contractor or agent, any person who is a full-time or part-time employee, freelancer or contractor of the other party as of the Effective Date of Termination.

### **14. NON-CIRCUMVENTION**

During the Term, and for a period of two (2) years after neither the Client nor any person acting on behalf of, or at the direction or for the benefit of the Client, including agents, subsidiaries, parent and controlled companies and their respective directors, officers, principals and employees individually ("Affiliates"), shall, without the prior informed written consent of the Company, make any effort directly or indirectly to contact, communicate, deal with or otherwise circumvent CommPro with respect to any party or entity introduced, identified or otherwise made known to Client directly or indirectly as a result of its relationship with CommPro including, but not limited to, industry partners, PR and media providers, clients, funders, exchanges, for-profit and not-for-profit companies, industry groups, governmental entities and international organizations including the United Nations and personnel associated with the foregoing.

### **15. MUTUAL NON-DISPARAGEMENT**

Each party agrees that it will not at any time disparage, demean, criticize, or do or say anything reasonably expected to cause injury to the business, assets, reputation, management, employees, members of the Board of Directors, agents, principals, clients or services or products of the other party.

### **16. EQUITABLE RELIEF**

The parties acknowledge and agree that in the event a breach of Section 10, Section 14 or Section 15 may cause harm which will not be compensated by monetary damages alone and, accordingly, the non-breaching party will be entitled to an immediate injunction restraining the breaching party from committing or continuing to commit such breach. Each party further agrees that it will not oppose the granting of such relief and that it will not seek, and agrees to waive any requirement for, the posting of any bond in connection therewith. Such remedies shall not be deemed to be the exclusive remedies for any such breaches by a party or its representatives, and shall be in addition to all other remedies available at law or in equity.

### **17. GENERAL TERMS**

**(a) Authorization; Enforceability.** Each party represents, warrants and covenants to the other as follows:

1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms;
2. this Agreement, when executed and delivered by it, will be its legal, valid and binding obligation enforceable against it in accordance with its terms;
3. the execution and delivery of this Agreement has been duly authorized; and
4. this Agreement is entered into solely for the purpose of the rights described herein and for no other purpose.

**(b) Assignment.** The Client shall not assign, delegate nor otherwise transfer its rights and obligations under the MSA without the written consent of CommPro. In carrying out the duties and obligations, CommPro has the right to subcontract third parties in the performance of the Services.

**(c) Entire Agreement; Amendment.** The MSA constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior oral or written agreements, if any, between the parties with respect to such subject matter and, except as otherwise expressly provided in the MSA, is not intended to confer upon any other person any rights or remedies hereunder. Any amendments hereto or modifications hereof must be made in writing and executed by each of the parties.

**(d) Controlling Document.** In the event of any inconsistency between these Terms and Conditions and the Master Service Agreement executed by Client, the terms of the Master Service Agreement shall prevail.

**(e) Appendices and Exhibits.** Appendices and schedules attached to the MSA and these Terms and Conditions are deemed to be fully incorporated in, and shall be governed by, the MSA as if set forth in their entirety herein. The MSA shall be deemed to refer to all appendices, schedules, Terms and Conditions and amendments when the context reasonably requires. Change Orders may be memorialized by both parties by email and, when done so, shall be deemed amendments to the MSA.

**(f) Governing Law.** The MSA shall be governed by and construed in accordance with the laws of the State of Nevada without giving effect to conflict of laws principles. The parties agree that any suit, action or proceeding between the parties hereto arising out of or relating in any manner to the MSA shall be instituted exclusively in the federal or state courts located in Clark County, Nevada. Each of the parties waives its rights to a jury trial and consents to trial before the Court. Any failure by a party to enforce any rights under the MSA shall not be deemed a waiver of such rights.

**(g) Notice.** Any notice, communication, request, reply or advice (collectively, "Notice") provided for or permitted by the MSA to be made or accepted by either party must be in writing. Unless otherwise set forth in this Contract, Notice may be given or served by (a) personal delivery or by commercial courier, (b) United States mail, postage pre-paid, to the addresses set forth above, (c) United States mail, postage pre-paid, certified,

return receipt requested, to the addresses set forth below, (d) e-mail transmission, evidenced by confirmed receipt, or (e) depositing the same into custody of a nationally and/or internationally recognized overnight delivery service. Notice deposited in the United States mail in the manner hereinabove described shall be effective on the third (3rd) business day after such deposit. Unless otherwise set forth in this Contract, Notice given in any other manner shall be effective only if and when received by the Party to be notified. The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address by at least five (5) days' written Notice to the other Party.

- (h) Severability; Conflicts; Counterparts; Signatures.** If any paragraph, term or provision of the MSA shall be held or determined to be unenforceable, the balance of the MSA shall nevertheless continue in full force and effect unaffected by such holding or determination. In the event of a conflict in the terms between the MSA (including appendices) and these Terms and Conditions, these Terms and Conditions shall prevail. The MSA may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Digital signatures, facsimile signatures or signatures emailed in PDF format shall, for all purposes, be treated as originals.
- (i) Press Releases.** Client agrees that all press releases related to the Services (i) shall be distributed solely through the CommPro data newswire and content marketing service; and (ii) shall adhere to the strict PR guidelines of CommPro and the network with respect to trademarks, logos, slogans and related content.
- (j) Survival.** The provisions of the MSA that contemplate performance after the execution of this Contract and the obligations of the parties not fully performed at the execution of the MSA shall survive the execution of the MSA until fully performed or excused.

**NOTICE:** TERMS AND CONDITIONS MAY BE SUBJECT TO CHANGE. IN SUCH AN EVENT, CLIENT WILL BE NOTIFIED OF SUCH CHANGES AND WILL BE REQUIRED TO REAPPROVE AND INITIAL NEW TERMS AND CONDITIONS.