

General Terms and Conditions of Consultancy Services

#GCS-20190524-001

ResoNova International Consulting, LLC
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Atlanta, GA 30309

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INTRODUCTION

These General Terms and Conditions (hereinafter referred to as “Terms” or “Agreement”) shall apply to all consultancy services proposed or provided entirely or partially to a client entity (hereinafter referred to as “the Company”) by ResoNova International Consulting, LLC (hereinafter referred to as “the Consultant” or “ResoNova,” and together with the Company, referred to as the “Parties”). The Company’s access to and engagement with the consultancy services provided by ResoNova (hereinafter referred to as the “Services”) is conditioned on the acceptance of and compliance with these Terms. Acceptance of these Terms is acknowledged by all entities who directly remit payment for, and subsequently gain access to the Services.

BY REMITTING PAYMENT FOR THE SERVICES YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DISAGREE WITH ANY PART OF THE TERMS THEN YOU MAY NOT ACCESS THE SERVICES.

DUTIES & COMPENSATION

Duties of the Consultant

The Consultant will assist the Company in performing research and discovery, project ideation, project planning, or the Consultant will provide the Company with all necessary technical advice, as is required by the Company. Any such Services will be discussed and mutually agreed upon between the Parties prior to the Services being rendered. All formal objectives that are agreed upon will be plainly stated by the Consultant via email and delivered to all primary stakeholders of the Parties. If changes to the stated objectives are to be made at any point in time, such changes to the objectives will be similarly agreed upon between the parties and distributed to the same.

Compensation

CONSULTING FEES & INVOICES

Company will pay to the Consultant the Consulting Fees at the rate and in a manner mutually agreed upon by the parties in writing.

Consultant agrees to deliver, in a timely manner, invoices to the Company at the Company's email address for all amounts due to the Consultant by the Company. Payments will be sent within seven (7) days of receiving the invoice from the Consultant. The Consultant shall not receive any additional benefits or compensation for consulting services, except for the reimbursement of expenses, as is described under section "[Related Expenses](#)".

DELAY OR FAILURE TO PAY

Company shall have a payment "grace period" of up to thirty (30) days. This grace period includes the counting of weekends and holidays.

If the Company fails to perform its payment obligations under these Terms for a length of time in excess of thirty (30) days, the past-due balance owed by the Company shall accrue a delinquency fee of \$200 per business day. The accrual of delinquency fees in this manner shall not exceed 10% of the principal balance owed.

If the Company fails to perform its payment obligations under these Terms for a length of time in excess of ninety (90) days, the Consultant reserves the right to pursue formal collections activities against the Company and the Company agrees to pay to the Consultant an amount equal to the total cost of such collections activities in addition to the total past-due amount and all related delinquency fees.

RELATED EXPENSES

Contingent upon prior approval by the Company, the Company will cover the cost of all reasonable expenses such as travel expenses, lodging and meals which relate directly to the services being rendered by the Consultant to the Company.

TAXES

The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under these Terms and for all obligations, reports, and timely notifications relating to such taxes. The Company shall have no obligation to pay or withhold any sums for such taxes.

RESPONSIBILITIES

Of The Consultant

The Consultant agrees to do each of the following:

- A. Perform the Services set forth in [Duties & Compensation](#); provided, however, that if a conflict exists between these Terms and any item in [Duties & Compensation](#), the items in these Terms shall control.
- B. Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner.
- C. Perform the Services in a safe, good, and professional manner by fully-trained, skilled, competent, and experienced personnel using at all times adequate equipment and software in good working order.
- D. Communicate with the Company regarding progress the Consultant has made in performing the Services.
- E. Provide the Company with recommendation to whatever strategic professional connections as would be appropriate and to recommend any additional mission-essential services that are satisfactory and acceptable to the Company.

Of The Company

The Company agrees to do each of the following:

- A. Engage the Consultant as an independent contractor to perform the Services set forth in [Duties & Compensation](#).
- B. Provide relevant information to assist the Consultant and any third party service providers with the performance of the Services. Should the Company fail to provide such relevant information or provides such information with a delay, the Consultant shall be entitled to adjust the deadlines for a period of time equal or greater than that of the delay.
- C. Meet all of the Consultant's reasonable requests for assistance in its performance of the Services.
- D. Interact with the Consultant and associated parties in a professional and timely manner.

Use of Trademarks

The Parties recognize each other's right, title, and interest in and to all service marks, trademarks, and trade names respectively used by each and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Party's right, title, and interest therein, nor shall the Parties cause diminishment of value of said trademarks or trade names through any act or representation. The Parties shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of the Services, whether by expiration or otherwise, at the request of either Party, the Parties shall cease to use all of each other's trademarks, marks, and trade names.

TERM

These Terms shall become effective as of the Effective Date and will continue until the earlier of (a) the termination of the Services by either party pursuant to these Terms, or (b) the successful completion of the Services by the Consultant.

REPRESENTATIONS AND WARRANTIES

The Parties

The Parties each represent and warrant that each Party has full power, authority, and right to perform its obligations under the Agreement. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies). Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.

The Consultant

The Consultant hereby represents and warrants that the Consultant has the sole right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed. The Consultant has the right to perform the Services required by this Agreement at any place or location, and at such times as the Consultant shall determine. The Services shall be performed in accordance with standards prevailing in the Company's industry, and shall further be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the Consultant shall obtain all permits or permissions required to comply with such standards, laws, rules, or regulations. The Services required by this Agreement shall be performed by the Consultant or the Consultant's staff, and the Company shall not be required to hire, supervise, or pay any assistants to help the Consultant perform such Services. The Consultant is responsible for paying all ordinary and necessary expenses of its staff.

The Company

The Company hereby represents and warrants that the Company will make timely payments of amounts invoiced by the Consultant under this Agreement. The Company shall notify the Consultant of any changes to its procedures affecting the Consultant's obligations under this Agreement at least 30 days prior to implementing such changes. The Company shall provide such other assistance to the Consultant as it deems reasonable and appropriate.

NATURE OF RELATIONSHIP

Independent Contractor Status

The Consultant agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership,

franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Consultant is and will remain an independent contractor in its relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Consultant's compensation hereunder. The Consultant shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, workers compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party.

Work for hire

The Consultant expressly acknowledges and agrees that any work prepared by the Consultant under this Agreement shall be considered "work for hire" and the exclusive property of the Company unless otherwise specified. To the extent such work may not be deemed a "work for hire" under applicable law, the Consultant hereby assigns to the Company all of its right, title, and interest in and to such work. The Consultant shall execute and deliver to the Company any instruments of transfer and take such other action that the Company may reasonably request, including, without limitation, executing and filing, at the Company's expense, copyright applications, assignments, and other documents required for the protection of the Company's rights to such materials.

No Conflict of Interest

The Consultant hereby warrants to the Company that, to the best of its knowledge, it is not currently obliged under an existing contract or other duty that conflicts with or is inconsistent with this Agreement. During the Term (as defined herein), the Consultant is free to engage in other independent contracting activities; provided, however, the Consultant shall not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Consultant's obligations or the scope of Services to be rendered for the Company pursuant to this Agreement.

TERMINATION

This Agreement may be terminated:

- A. By either Party on provision of thirty (30) days written notice to the other Party, with or without cause.
- B. By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within thirty (30) days of receipt of written notice thereof.

- C. By the Company at any time and without prior notice, if the Consultant is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Company, or is guilty of serious misconduct in connection with performance under this Agreement.
- D. By either party in the event of failure to render payment in a timely manner as is outlined in the Compensations section.
- E. By either Party at any time and without prior notice in the case of professional misconduct, including but not limited to, harassment, verbal abuse, threats, intimidations, dishonesty, or negligence.

The Consultant acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.

EFFECT OF TERMINATION

Termination of Obligations

Subject to paragraph "[Payment Obligations](#)", on termination or expiration of this agreement, each Party's rights and obligations under this agreement will cease immediately.

Payment Obligations

Upon termination or expiration of this agreement, the Company agrees to pay any unpaid fees for services already rendered, work already performed, goods already delivered, or expenses already incurred.

No Further Liability

On termination or expiration of this agreement, neither Party will be liable to the other Party, except for liability that arose before the termination or expiration of this agreement, or liability arising after the termination or expiration of this agreement and in connection with sections "[Taxes](#)", or "[Termination](#)".

Return of Property

Within thirty (30) days of the termination of this Agreement, whether by expiration or otherwise, the Consultant agrees to return to the Company all Company property relating to the Company's business, whether prepared by the Consultant or otherwise coming into its possession, shall remain the Company's exclusive property provided, however, the title and ownership in and to the Consultant's work that does

not constitute work product relating to the Services shall remain and belong to and be vested in the Consultant.

Consultant's Property

For purposes of this Agreement, "Consultant's Property" shall include at least the following items:

- 1) All ResoNova International Consulting, LLC logos and brand standards
- 2) Social communities and unique professional connections which are leveraged in the rendering of service to the Company
- 3) Unique research processes and methodologies or unique information sources used by Consultant during the course of rendering services
- 4) Automated or manually-driven on premise or cloud-based software, applications, and source code that is used in the rendering of services to the Company under this agreement

CONFIDENTIAL INFORMATION

During the term of the Agreement, the Company may share certain proprietary information with the Consultant. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

The Consultant agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without the prior authorization of the Company, any Confidential Information of the Company. The Consultant may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with Company personnel or authorized representatives or for any other purpose the Company may hereafter authorize.

Definition of Confidential Information

For purposes of this Agreement, “Confidential Information” means any data or information that is proprietary to the Company and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- A. any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
- B. plans for acquisitions, dispositions, products or services, and investor, customer or supplier lists;
- C. any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- D. any concepts, business plans, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
- E. any other information that should reasonably be recognized as confidential information of the Company.

Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Consultant acknowledges that the Confidential Information is proprietary to the Company, has been developed and obtained through great efforts by the Company and that the Company regards all of its Confidential Information as trade secrets.

Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

- A. was known by the Consultant prior to receiving the Confidential Information from the Company;
- B. becomes rightfully known to the Consultant from a third-party source not known (after diligent inquiry) by the Consultant to be under an obligation to the Company to maintain confidentiality;
- C. is or becomes publicly available through no fault of or failure to act by the Consultant in breach of this Agreement;

- D. is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
- E. is or has been independently developed by employees, consultants or agents of the Consultant without violation of the terms of this Agreement or reference or access to any Confidential Information.

Disclosure of Confidential Information

From time to time, the Company may disclose Confidential Information to the Consultant. The Consultant will:

- A. limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;
- B. advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential;
- C. shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and
- D. not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

Use of Confidential Information

The Consultant agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Company. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Consultant hereunder. Title to the Confidential Information will remain solely in the Company. All use of Confidential Information by the Consultant shall be for the benefit of the Company and any modifications and improvements thereof by the Consultant shall be the sole property of the Company. Nothing

contained herein is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are governed by Federal Rule of Evidence 408.

Compelled Disclosure of Confidential Information

Notwithstanding anything in the foregoing to the contrary, the Consultant may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Consultant promptly notifies, to the extent practicable, the Company in writing of such demand for disclosure so that the Company, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Consultant's business (not targeted at the Company), the Consultant may promptly comply with such request provided the Consultant give (if permitted by such regulator) the Company prompt notice of such disclosure. The Consultant agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Company with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Company is unable to obtain or does not seek a protective order and the Consultant is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

Term

The parties' duty to hold in confidence Confidential Information that was disclosed during the term of the Agreement shall remain in effect indefinitely.

Remedies

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to the Company that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Company shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The Company shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

Return of Confidential Information

The Consultant shall return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in

the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Company may so request; provided however that the Consultant may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Consultant, with the written consent of the Company may (or in the case of Notes, at the Consultant's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Consultant supervising the destruction).

Notice of Breach

Consultant shall notify the Company immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Consultant or its Representatives, or any other breach of this Agreement by the Consultant or its Representatives, and will cooperate with efforts by the Company to help the Company regain possession of Confidential Information and prevent its further unauthorized use.

NOTICE

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, by email, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties.

INDEMNIFICATION

Of Company by Consultant

The Consultant shall indemnify and hold harmless the Company and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Consultant arising from or connected with Consultant's carrying out of its duties under this Agreement, or (ii) the Consultant's breach of any of its obligations, agreements, or duties under this Agreement.

Of Consultant by Company

The Company will indemnify, defend (with counsel reasonably acceptable to the Consultant) and hold harmless the Consultant, their subsidiaries, affiliates and parent companies and each of their respective directors, officers, agents, employees, contractors and each of their successors and assigns from and against any and all claims, liabilities, damages, losses, costs, expenses, fees of any kind (including without limitation reasonable attorneys' fees and expenses) incurred in connection with any claim, action or proceeding arising from or relating to: (i) any breach by the Company of any representation, warranty, covenant or other obligation contained in this Agreement; (ii) the violation of any rights of any third party, including intellectual property, privacy, publicity or other proprietary rights by the Company or anyone using the Company account; (iii) the sale, license, supply or provision of the Company goods or services; or (iv) any other act, omission or misrepresentation by the Company.

The Consultant reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Company. If the Consultant does assume the defense of such a matter, the Company will reasonably cooperate with the Consultant in such defense. The Company will not enter into any settlement or compromise of any such claim, which settlement or compromise would result in any liability to, or any admission of wrongdoing by, any indemnification person or entity, without the Consultant's prior written consent.

LIMITATION ON LIABILITY

Mutual Limitation on Liability

Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

The Consultant's Maximum Liability

The Consultant's aggregate liability under this agreement will not exceed the amount of fees equivalent to one month of consulting fees (as is defined in "[Compensation](#)") that has been paid by the Company to the Consultant.

DEFINITIONS

"Bitcoin" is the first cryptocurrency and first functional implementation of blockchain technology.

"Blockchain" is a distributed public ledger on which transactions are permanently recorded in chronological order.

"Business Day" means a day other than a Saturday, Sunday, or any other day on which the principal banks located in Atlanta, Georgia are not open for business.

"Compensation" payment from the Company to the Consultant for the goods and services rendered under this agreement.

"Cryptocurrency" is a digital currency in which encryption techniques are used to regulate the generation of units of currency and verify the transfer of funds, operating independently of a central bank. The fundamental underlying technology behind all cryptocurrencies is blockchain.

"Effective Date" is defined as the date whereby these Terms go into effect. The Terms go into effect upon the Company making an initial payment (in whole or in part) to the Consultant for the Services.

"Fiat", "Fiat Currency" Fiat money is currency that a government has declared to be legal tender, but it is not backed by a physical commodity. The value of fiat money is derived from the relationship between supply and demand rather than the value of the material from which the money is made.¹

"Governmental Authority" means

- A. any federal, state, local, or foreign government, and any political subdivision of any of them,
- B. any agency or instrumentality of any such government or political subdivision,
- C. any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that its rules, regulations or orders have the force of law), and
- D. any arbitrator, court or tribunal of competent jurisdiction.

"Including." Where this agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."

"Intellectual Property" means any and all of the following in any jurisdiction throughout the world

- A. trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing,

¹ Investopedia - <https://www.investopedia.com/terms/f/fiatmoney.asp>

- B. copyrights, including all applications and registrations related to the foregoing,
- C. trade secrets and confidential know-how,
- D. patents and patent applications,
- E. websites and internet domain name registrations, and
- F. other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).

"Knowledge." Where any representation, warranty, or other statement in this agreement, or in any other document entered into or delivered under this agreement, is expressed by a party to be "to its knowledge," or is otherwise expressed to be limited in scope to facts or matters known to the party or of which the party is aware, it means:

- A. the then-current, actual knowledge of the directors and officers of that party, and
- B. the knowledge that would or should have come to the attention of any of them had they investigated the facts related to that statement and made reasonable inquiries of other individuals reasonably likely to have knowledge of facts related to that statement.

"Law" means

- A. any law (including the common law), statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgment, and
- B. any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any Governmental Authority having the force of law.

"Person" includes

- A. any corporation, company, limited liability company, partnership, Governmental Authority, joint venture, fund, trust, association, syndicate, organization, or other entity or group of persons, whether incorporated or not, and
- B. any individual.

"Services" means the goods and services rendered under this agreement.

"Statutes." Unless specified otherwise, any reference in this agreement to a statute includes the rules, regulations, and policies made under that statute and any provision that amends, supplements, supersedes, or replaces that statute or those rules or policies.

"Subject Matter" is the core topic of the Services Agreement which includes, but is not limited to, the various terms and conditions included in the binding agreement between the Company and Consultant (See also: <https://thelawdictionary.org/subject-matter/>).

"Taxes" includes all taxes, assessments, charges, duties, fees, levies, and other charges of a Governmental Authority, including income, franchise, capital stock, real property, personal property, tangible,

withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind for which a party may have any liability imposed by any Governmental Authority, whether disputed or not, any related charges, interest or penalties imposed by any Governmental Authority, and any liability for any other person as a transferee or successor by Law, contract or otherwise.

"Term" the effective duration of this agreement.

"Territory" The territorial limits of this Contract shall be identical with those of the Consultant. (See section "Governing Law") (See also: <https://www.lawinsider.com/clause/territory>)

GENERAL PROVISIONS

Entire Agreement

This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

Counterparts and Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of these Terms, use of a facsimile, email, or other electronic medium shall have the same force and effect as an original signature.

Severability

Whenever possible, each provision of these Terms will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of these Terms is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but these Terms will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.

Amendment

No amendment, change, or modification of these Terms shall be valid unless mutually agreed upon by the Parties in writing.

Assignment

The Consultant may assign, subcontract, and delegate these Terms freely, in whole or in part without prior approval from or notice to the Company.

The Company may submit a request to the Consultant for permission to be granted to Assign these Terms, in whole or in part to some other party. Upon receiving written authorization from the Consultant, the Company may then Assign these Terms freely. The Company agrees to provide a notice of the assignment to the Consultant no less than fifteen (15) days after such assignment has been fully effected.

Successors and Assigns

All references in these Terms to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of these Terms shall be binding on and shall take effect to the benefit of the successors and assigns of the Parties.

Notices

METHOD OF NOTICE

The parties shall give all notices and communications between the parties in writing by personal delivery, a nationally-recognized, next-day courier service, first-class registered or certified mail, postage prepaid, fax, electronic mail (email), to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

RECEIPT OF NOTICE

A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, on the earlier of the other party's receipt of it and the fifth Business Day after mailing it.

Dispute Resolution

ARBITRATION

Any dispute or controversy arising out of this agreement will be settled by arbitration in the State of California, according to the rules of the American Arbitration Association then in effect.

JUDGMENT

Judgment may be entered on the arbitrator's award in any court having jurisdiction.

ARBITRATOR'S AUTHORITY

The arbitrator will not have the power to award any punitive damages.

Governing Law

This Agreement shall be governed by the laws of the US state of Georgia. In the event that litigation results from or arises out of these Terms or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

No Implied Waiver

The failure of either Party to insist on strict performance of any covenant or obligation under these Terms, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under these Terms shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

Force Majeure

A Party shall not be considered in breach of or in default under these Terms on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, cyber-attack, trolling or similar event beyond that Party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable notify the other Party of the Force Majeure Event and its impact on performance under these Terms; and use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

Interpretation

NUMBER AND GENDER

Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.

HEADINGS

The headings used in this agreement and its division into sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.

INTERNAL REFERENCES

References in this agreement to sections and other subdivisions are to those parts of this agreement.

CALCULATION OF TIME

In this agreement, a period of days begins on the first day after the event that began the period and ends at 11:59 p.m. Eastern Standard Time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 11:59 p.m. Eastern Standard Time on the indicated day without respect to weekends or any social, cultural, federal, or religious holidays.

CONSTRUCTION OF TERMS

The parties have each participated in settling the terms of this agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this agreement.

CONFLICT OF TERMS

If there is any inconsistency between the terms of this agreement and those in any schedule to this agreement or in any document entered into under this agreement, the terms of this agreement will prevail. The parties shall take all necessary steps to conform the inconsistent terms to the terms of this agreement.

Binding Effect

This Agreement will benefit and bind the parties and their respective heirs, successors, and permitted assigns (as defined in "[Assignment](#)") unless otherwise stated or unless otherwise agreed upon by both parties in writing.