NYSCEF DOC. NO. 2

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SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made as of May 1, 2018 ("Agreement Effective Date"), by and between the "Client"), located at 201 Spear Street, Suite 1500, San Francisco, CA 94105, The LLC ("MWWPR"), located at One Meadowlands Plaza, East Rutherford, New Jersey 07073.

I. SERVICES

Commencing upon execution of this Agreement, MWWPR will devote its efforts to provide public relations services on behalf of the Client as outlined in Appendix A, which Appendix A may be amended from time to time upon mutual agreement of the parties (the "Services").

In addition, MWWPR is prepared to provide a variety of other services to Client at additional costs. Specifics of the additional work will be agreed and set forth in Addendum Statements of Work. A sample addendum for additional future work is provided in Appendix B.

H. FEES

The total minimum value of this Agreement is \$120,000 and shall be billed in six (6) equal monthly installments of \$20,000 (the "Fee").

MWWPR will track its billable hours and will communicate to Client if the value of work performed by MWWPR hereunder is greater than 100% of the Fee per month based on MWWPR's standard hourly rates. In such case, Client and MWWPR will mutually agree to either reduce the scope of work downward or increase the monthly fee in subsequent months. To the extent that a revised scope of services or increased fee cannot be agreed to by MWWPR and Client, in subsequent months MWWPR shall be entitled to bill all hours worked in excess of 110% of the Fee at MWWPR's standard hourly rates.

To initiate activities, MWWPR requests payment of the initial \$20,000 upon signing of this agreement.

Any additional work above and beyond the fees and services described will be billed separately and will be mutually agreed upon and detailed in Addendum A which will be made part of this Agreement.

If upon receipt of any invoice Client should have any questions, Client is obligated to take them up directly with MWWPR as soon as possible. Any objections Client may have to any invoice shall be deemed waived if such objections are not communicated in writing to MWWPR within ten (10) days of Client's receipt of said invoice.

Monthly installment invoices will be due and payable by the Client on the first business day of each month.

MWWPR Group reserves the right to charge a 1½ % monthly interest charge on unpaid balances after thirty (30) days. In case of delinquency of Client's payments or any impairment of Client's credit as MWWPR reasonably deems might endanger future payments, MWWPR reserves the right to change the requirements as to terms of payment under this Agreement. Should Client be in default with respect to payment under this Agreement, MWWPR reserves the right to suspend some or all services hereunder until arrangements satisfactory to the MWWPR are made.

III. EXPENSES

Any photocopying, postage, telephone, facsimile transmissions, article reprints, copying, courier/freight charges, travel, meals, mileage and other out-of-pocket expenditures will be billed separately. Production costs, which are subject to a mark-up of 20%, will be billed separately. Additionally, media buy and/or