

will be set forth in a written agreement executed by the Parties. RPR will not be obligated to perform any Special Services for the Company unless agreed to in a writing signed by the Parties.

C. *Development of Marketing Plans Public Dissemination.* Company acknowledges that the development of a marketing/publicity plan takes time and will require the good faith cooperation of Company. In addition, Company acknowledges that after RPR has issued material to the press or to another third party, its use is no longer under RPR's control. RPR cannot assure the use of materials by any media, or that any information published will accurately convey the information provided by RPR.

III. CONFIDENTIALITY

A. *Confidential Information.* It is expressly understood and agreed that all confidential or proprietary information or trade secrets disclosed by the Company or its agents or representatives to RPR, or gained by RPR in the course of the relationship with the Company (the "Confidential Information"), shall be considered confidential and shall be retained in confidence by RPR and shall not be used by RPR for any other purposes. In addition, it is agreed by both Parties that all the terms of this Agreement will be considered confidential and shall be retained in confidence by both Parties. This confidentiality provision shall survive the term of this Agreement or any other agreement or understanding between the Parties.

B. *Permitted Disclosure of Confidential Information.* Notwithstanding any other provision of this Agreement, RPR may disclose such Confidential Information in the following circumstances: (i) as required by a court order, subpoena or similar process issued by a court of competent jurisdiction or by a government body; (ii) in order to comply with any law, order regulation or ruling applicable to RPR; or (iii) as may be needed to obtain legal, tax or accounting advice. In addition, the following are not to be considered "Confidential Information" covered by this Agreement: (i) information previously known to RPR or materials to which RPR had access prior to such information or materials provided by the Company or its agents or representatives; (ii) information or materials that are now or later become publicly known through no material breach of this Agreement by RPR and subject to Paragraph III A, B, herein; (iii) information disclosed by RPR with the Company's prior consent; or (iv) information or materials provided to RPR by a third party not bound by a duty of confidentiality to the Company.

IV. FEES AND EXPENSES

A. *Fees.*

- a. *Phase 1:* For the Services conducted during Phase 1, the Company will pay RPR a fee of \$15,000 per month. Attached to this Agreement is RPR's initial fee invoice for the period June 1 – 30, 2017. During Phase 1, RPR will bill the Company on a monthly basis for all fees and reimbursable expenses, and the Company will pay each invoice within 15 days of receipt of such invoice. Phase 1 shall last no longer than 30 days without the prior written agreement of the Company.
- b. *Phase 2:* For the Services conducted during Phase 2, the Company will: (i) pay RPR a fee of Twelve Thousand Five Hundred Dollars (\$12,500) per month; and (ii) issue to RPR Ten Thousand (10,000) shares of its restricted common stock (the "Shares") at the start of Phase 2, which Shares shall vest as follows: Five Thousand (5,000) Shares will vest on a quarterly basis in arrears over a period of two years, so that Six Hundred Twenty-Five (625) Shares will vest as of each of October 1, 2017, January 1, 2018, April 1, 2018, July 1, 2018, October 1, 2018, January 1, 2019, April 1, 2019 and July 1, 2019 (each such date a "Quarterly Vesting Date"), provided that as of