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J. *Special Services.* If the Company requests that RPR perform services not within the scope of services outlined above, the parties agree to negotiate in good faith to reach mutually agreeable terms (including additional compensation) relating to such services, which additional terms will be set forth in a schedule to be attached to this Agreement and incorporated herein by this reference.

K. *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, shall be considered confidential and shall be retained in confidence by RPR and 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. Neither Party will take any action or make any statement that could discredit the reputation of the other Party.

B. *Survival.* This confidentiality provision shall survive the term of this Agreement or any other agreement or understanding between the Parties.

C. *Disclosure Required By Court Order or Law.* Notwithstanding any other provision of this Agreement, RPR may disclose such confidential information as may be required: (i) by a court order, subpoena or similar process issued by a court of competent jurisdiction or by a government body, or (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.

D. *Exceptions.* In addition, it is understood that RPR's obligations under this Section D shall not apply with respect to (i) information previously known to RPR or materials to which RPR had access prior to the provision of such information or materials by the Company or its agents or representatives; (ii) information or materials that are now or later become publicly known; (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.* RPR will bill the Company a fee of \$5,000 per month for RPR's services hereunder. The Company will be billed on a payment schedule as follows: \$2,500 for the first month, \$2,500 for the second month, and the balance which includes \$5,000 for the third month, as well as the additional \$5,000 which will also be paid in the third month to cover the cost of the previous first and second months. Attached to this Agreement is RPR's initial fee invoice for the period July 1- July 31, 2014. 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 Notwithstanding the foregoing, in the event that the Services are completed by RPR prior to the completion of the Term, RPR shall still be entitled to the entire fee, which shall be paid to RPR promptly upon completion of the Services.

B. *Late Fees.* The Company will be charged a late fee equal to the lesser of (i) 18% per annum, or (ii) the maximum interest rate permitted under applicable law.

C. *Expenses.* The Company will pay all of RPR's out-of-pocket expenses. These expenses may include postage, copier charges, telephone, messengers, photography, filing costs and other similar expenses. RPR will not charge a mark-up, surcharge, handling or administrative fee on such expenses.

D. *Objection.* All invoices for out of pocket expenses and services rendered shall be binding upon the Company and shall not be subject to objection for any reason unless a good faith objection is made in writing, states the basis for such objection in detail and is delivered to RPR within 30 days of Company's receipt of invoice.

