



GENERAL TERMS AND CONDITIONS

All of the following General Terms and Conditions of service are incorporated by reference into all Consulting and Marketing Services Agreements between LP Media Services, LLC, d/b/a Illuscribe Media and its Clients. By accepting services from Illuscribe Media, Clients are deemed to have read and understood these General Terms and Conditions and have agreed to be bound thereby.

1. Illuscribe Media Responsibilities.

a. ILLUSCRIBE MEDIA's active marketing and promotion of the Client's business, brand, image, personnel, products, and services (collectively "Client Characteristics") may involve development and recommendation of various technical strategies to optimize the effectiveness of Client's marketing efforts in its social media, website or other media channels (collectively "E-Media Channels"). Such promotion shall at all times be reasonably acceptable to Client, and shall be approved in advance by Client before implementation, whenever reasonably practicable. ILLUSCRIBE MEDIA shall be entitled to exercise its reasonable discretion in the implementation of marketing efforts in one or more approved E-Media Channels during the Term of this Agreement. E-Media Channels authorized by Client hereunder shall include without limitation development, optimization, tracking, management and maintenance of Client's social networking websites such as Twitter® and Facebook®, development, publication and placement of Client's blog and micro-blog posts, development, tracking and monitoring of Client's search engine optimization and search engine marketing strategies, and increasing effectiveness of E-Media Channels in relation to one or more Internet websites owned and operated by Client from time to time. Where requested by Client, ILLUSCRIBE MEDIA will recommend a strategy for implementation of E-Media Channels (including which E-Media Channels are most effective to accomplish Client's marketing and promotion goals with respect to the Client Characteristics).

b. Where requested by Client, ILLUSCRIBE MEDIA may create, author and design copy, blog and micro-blog text, articles, social media posts and other creative work product relating to the Client Characteristics for placement or posting on one or more E-Media Channels (collectively, the "**ILLUSCRIBE MEDIA Deliverables**"). The ILLUSCRIBE MEDIA Deliverables shall constitute "works made for hire" as defined in Section 101 of the U.S Copyright Act, and all copyrights with respect to the ILLUSCRIBE MEDIA Deliverables shall be owned by Client. ILLUSCRIBE MEDIA represents and warrants to Client that it has all necessary rights (including copyrights and trademark rights) in and to all such ILLUSCRIBE MEDIA Deliverables in order to facilitate the use by Client of such ILLUSCRIBE MEDIA Deliverables in marketing and promoting the Client Characteristics hereunder. ILLUSCRIBE MEDIA further represents to Client that the ILLUSCRIBE MEDIA Deliverables shall not infringe upon any third-party intellectual property rights, provided however, that ILLUSCRIBE MEDIA shall not be responsible for third-party claims arising from Client Property which underlies or is related to the ILLUSCRIBE MEDIA Deliverables.

2. Client Responsibilities.

a. Client has designated in the Specific Terms one or more Client Characteristics which Client desires ILLUSCRIBE MEDIA to market and promote in accordance with the Specific Terms. Client may request ILLUSCRIBE MEDIA to market and promote additional or different Client Characteristics by providing ILLUSCRIBE MEDIA with at least 30 days written notice on a revised Specific Terms, which shall be executed by the Parties before becoming effective. Upon receipt of a substitute Specific Terms proposal, ILLUSCRIBE MEDIA may propose an adjustment to such substitute Specific Terms or an adjusted payment terms if ILLUSCRIBE MEDIA believes such adjustment to be necessary. No substitute Specific Terms will be effective until executed by the Parties.

b. Client shall at all times during the Term of this Agreement maintain responsive and open communication with ILLUSCRIBE MEDIA (time being of the essence).

c. Client may provide ILLUSCRIBE MEDIA with certain Client artwork, copy, logo designs, content, articles or other textual elements ("**Client Property**") for electronic publication or posting in blog or micro-blog format or otherwise on social media sites or other E-Media Channels. Client represents and warrants to ILLUSCRIBE MEDIA that it has all necessary rights (including copyrights and trademark rights) in and to all such Client Property in order to facilitate the use by ILLUSCRIBE MEDIA of such Client Property in marketing and promoting the Client Characteristics hereunder. Client further represents to ILLUSCRIBE MEDIA that the Client Property shall not infringe upon any third-party intellectual property

rights, provided however, that Client shall not be responsible for third-party claims arising from ILLUSCRIBE MEDIA Deliverables which underlie or are related to the Client Property. ILLUSCRIBE MEDIA may utilize any Client Property provided by Client or otherwise appearing on one or more Internet websites owned or controlled by Client in connection with marketing and promoting the Client Characteristics hereunder, and Client hereby grants ILLUSCRIBE MEDIA a non-exclusive, royalty-free license to copy and use all such Client Property in order to accomplish such objective.

d. During the term of this Agreement, and for a period of 2 years following termination of this Agreement, Client shall not, directly or indirectly, in any manner, (a) solicit, hire, offer to hire, or enter into an agreement with any employee or independent contractor of ILLUSCRIBE MEDIA for the performance of services similar or related to those provided under this Agreement, or (b) otherwise encourage or induce any such employee or independent to discontinue his or her relationship with ILLUSCRIBE MEDIA.

3. Termination. This Agreement may be terminated by either Party upon at least 60 DAYS written notice to the other Party in the event of breach of any material provision of this Agreement by the other Party, provided that during such 60-day period, the breaching Party shall have an opportunity to cure such material breach and provide notice of such cure to the non-breaching Party. In the event that the breaching Party fails to cure such material breach, or in the event such material breach cannot be cured through diligent efforts of the non-breaching Party, the termination shall be effective at the expiration of such 60-day period. Client may terminate this Agreement upon at least 90 days written notice to ILLUSCRIBE MEDIA, if there is merger, consolidation or other reorganization of or involving Client in which Client is not the surviving entity, or any change in control of Client on account of the sale of substantially all of the assets or voting securities of Client. In the event of termination of this Agreement, Client shall pay all consideration amounts accrued up to the termination date, together with any additional amounts agreed upon by ILLUSCRIBE MEDIA and Client; (ii) the license to use Client Property set forth in Section 2-c shall immediately terminate (subject to a reasonable transition period wherein ILLUSCRIBE MEDIA may continue to use the Client Property solely in accordance with Client's transition instructions); and (iii) the ILLUSCRIBE MEDIA Deliverables shall be delivered to Client within a reasonable time after such termination. Thereafter, ILLUSCRIBE MEDIA shall have no other obligations with respect to this Agreement except the duties which may survive termination of this Agreement as set forth in Sections 4.

4. Confidential Information. Each Party ("**Receiving Party**") will treat all information, tangible and intangible, it receives in connection with this Agreement that pertains to the other party ("**Disclosing Party**") or Disclosing Party's business operations, business, plans, services, products, customers, suppliers, methods, research, inventions, ideas or property ("**Confidential Information**"), as confidential and proprietary information of Disclosing Party, will not make any Confidential Information available to any other person (except a subcontractor who has also agreed to provisions substantially similar to this section), will use reasonable care to protect that information from theft, loss, misuse and disclosure and will not use that Confidential Information except for Receiving Party's benefit in connection with this Agreement. Receiving Party will, to the extent reasonably possible, return all Confidential Information on termination of this Agreement, including any notes, copies or other records reflecting any Confidential Information. Confidential Information does not include information that (a) is already publicly known when it is received by Receiving Party or is later made public by or for Disclosing Party on an authorized basis, (b) was independently developed by Receiving Party without reference to Confidential Information, nor (c) was known by Receiving Party prior to being received by Receiving Party in connection with this Agreement and which was not subject to an obligation of confidentiality. If Receiving Party is ordered by law or process to disclose Confidential Information, Receiving Party may do so but only to the extent required by applicable law and process and only after first giving Disclosing Party prompt written notice of that order. Each Party acknowledges that the Confidential Information is of a special and extraordinary character, and that any breach of this section will cause Disclosing Party irreparable injury and damage, and so Disclosing Party will be entitled, in addition to all other legal or equitable remedies available to it, to injunctive relief to prevent, cease or otherwise redress that breach. Confidential Information includes information made available by Disclosing Party to Receiving Party before the effective date of this Agreement. The provisions of this Section 6 shall survive termination of this Agreement.

5. Intellectual Property Indemnification. Except as expressly provided herein with respect to Third Party Art (defined herein), each Party ("**Indemnifying Party**") shall indemnify and hold the other Party ("**Indemnified Party**") harmless against any loss, damage, expense, settlement amount or other costs, including reasonable attorneys' fees and expert witness fees (collectively, "**Costs**"), arising out of any claim that results in a final adjudication that, in the case of ILLUSCRIBE MEDIA any of the ILLUSCRIBE MEDIA Deliverables (except for Third Party Art), and in the case of Client any of the Client Property, infringe or violate any copyright, patent, trade secret, trademark, right of publicity, right of privacy, or other proprietary or intellectual property right ("**Claim**"). The indemnification obligation in this section is effective only if (a) Indemnified Party gives prompt notice of the Claim and permits Indemnifying Party to defend, and (b) Indemnified Party reasonably cooperates in the defense of the Claim. ILLUSCRIBE MEDIA, as Indemnifying Party, has no obligation to

Client, as Indemnified Party, to defend or satisfy any Claims made against Indemnified Party to the extent they arise from the use, sale, licensing or other disposition of the ILLUSCRIBE MEDIA Deliverables by Client other than as permitted by this Agreement or from modification of the ILLUSCRIBE MEDIA Deliverables not made or authorized by ILLUSCRIBE MEDIA. To reduce or mitigate damages, Indemnifying Party may at its own expense procure the right for Indemnified Party to continue licensing the ILLUSCRIBE MEDIA Deliverables or Client Property, as the case may be, or replace them with non-infringing work or product. If Indemnifying Party supplies a non-infringing version of the ILLUSCRIBE MEDIA Deliverables or Client Property, as the case may be, Indemnified Party shall, or shall allow Indemnifying Party to, promptly implement or use same, and terminate use of prior versions of the ILLUSCRIBE MEDIA Deliverables or Client Property, as the case may be. If in its judgment, Indemnifying Party deems that, due to the Claim or for any other reason, the continued use of the ILLUSCRIBE MEDIA Deliverables or Client Property, as the case may be, is not in Indemnifying Party's practical interest, Indemnifying Party may require Indemnified Party, upon 10 days written notice, to terminate use of ILLUSCRIBE MEDIA Deliverables or Client Property, as the case may be. THE PROVISIONS OF THIS SECTION PROVIDE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY AGAINST INDEMNIFYING PARTY FOR ANY SUIT OR CLAIM ARISING FROM OR RELATING TO LOSS OF USE OF THE ILLUSCRIBE MEDIA DELIVERABLES OR CLIENT PROPERTY, AS THE CASE MAY BE, OR TO ANY OTHER DAMAGE RELATING TO INTELLECTUAL PROPERTY. THE INDEMNIFICATION PROVIDED-FOR BY THIS SECTION 5 SHALL NOT APPLY TO THIRD PARTY ART.

6. Third Party Art. From time to time, Client may request ILLUSCRIBE MEDIA to provide photographs, images, infographics, illustrations, or other artwork for purposes of enhancing the ILLUSCRIBE MEDIA Deliverables. To the extent that such photographs, images, infographics, illustrations, or other artwork are sourced by ILLUSCRIBE MEDIA from one or more third party services and provided to Client as part of the ILLUSCRIBE MEDIA Deliverables, such items constitute "**Third Party Art**" hereunder. ILLUSCRIBE MEDIA cannot, and does not, guaranty that all Third Party Art is validly-licensed for Client's intended or actual use. ACCORDINGLY, CLIENT ACKNOWLEDGES AND AGREES THAT IF CLIENT REQUESTS ILLUSCRIBE MEDIA TO INCLUDE THIRD PARTY ART AS A COMPONENT OF THE ILLUSCRIBE MEDIA DELIVERABLES, CLIENT ASSUMES ALL RISKS ASSOCIATED WITH CLIENT'S USE OF THIRD PARTY ART. CLIENT AGREES TO PERFORM WHATEVER DUE DILIGENCE CLIENT BELIEVES IS NECESSARY IN ORDER TO PERMIT CLIENT TO USE THIRD PARTY ART INCLUDED IN THE ILLUSCRIBE MEDIA DELIVERABLES (INCLUDING WITHOUT LIMITATION, OBTAINING AN INDEPENDENT LICENSE IN CLIENT'S NAME TO USE SUCH THIRD PARTY ART). CLIENT HEREBY AGREES TO HOLD HARMLESS ILLUSCRIBE MEDIA, ITS OWNERS, MANAGERS, OFFICES, EMPLOYEES, SUCCESSORS AND PERMITTED ASSIGNS, FROM AND AGAINST ANY AND ALL COSTS INCURRED OR PAID BY CLIENT OR ANY THIRD PARTY ON ACCOUNT OF THIRD PARTY ART INCLUDED WITH THE ILLUSCRIBE MEDIA DELIVERABLES, EXCEPTING THEREFROM, COSTS INCURRED AS A DIRECT AND PROXIMATE RESULT OF ILLUSCRIBE MEDIA'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

7. Limited Warranty. ILLUSCRIBE MEDIA shall provide the services under this Agreement in a professional manner, consistent with accepted standards. ILLUSCRIBE MEDIA will have no responsibility for the performance of any software, hardware or third-party products or services (including without limitation, Third Party Art), if any, that are useful for the use or operation of the ILLUSCRIBE MEDIA Deliverables and other services relating to implementation of Client's marketing objective in the E-Media Channels (including without limitation websites or services operated by third parties). Except as expressly provided in this section, the services and ILLUSCRIBE MEDIA deliverables are provided "as is", and without any other express warranty and without any implied warranty of any kind, including any implied warranties of non-infringement, merchantability or fitness for a particular purpose. Use of and reliance on such services or ILLUSCRIBE MEDIA deliverables by Client is at Client's own risk.

8. Limitation of Liability. In no event will ILLUSCRIBE MEDIA be liable to Client or any other person or entity on account of the services or ILLUSCRIBE MEDIA deliverables provided for herein or otherwise in connection with this agreement in an amount greater than the fees paid to ILLUSCRIBE MEDIA under this agreement for the relevant period, and in no event more than the 3 months preceding the claim giving rise to the liability, and, in such event, such amounts shall be credited to Client. ILLUSCRIBE MEDIA will not be liable to Client or any other person or entity for loss of profits, loss of use, loss of data, interruption of business, nor for any direct, indirect, special, incidental, consequential, punitive, or exemplary damages of any kind, whether under this agreement or otherwise, even if advised of the possibility of such loss or damages. Client acknowledges that such services and ILLUSCRIBE MEDIA Deliverables would not be available or would be available only at substantially increased rates were it not for the limitations of liability and the disclaimers of warranties set forth in this Agreement.

9. Relationship of Parties. The Parties are and will be, with respect to the subject matter of this Agreement, independent contractors of one another and nothing in this Agreement will be deemed to create an agency, partnership, employment, or joint venture relationship between the parties. Neither Party has any authority to enter into contracts nor agreements on behalf of the other Party, except as expressly provided herein with respect to ILLUSCRIBE MEDIA's ability to enter into one or more contracts on behalf of Client with respect to E-Media Channels. ILLUSCRIBE MEDIA will

not be subject to the direction of Client as to the manner of performance of the duties and responsibilities, except as expressly stated in this Agreement.

10. Assignment. Neither Party may assign this Agreement or any of its rights, licenses or obligations under this Agreement without the prior written consent of the other Party, provided however, that (a) ILLUSCRIBE MEDIA may subcontract or delegate its obligations, provided that ILLUSCRIBE MEDIA shall remain responsible for performance of this Agreement; and (b) ILLUSCRIBE MEDIA may assign all of its rights and responsibilities hereunder to an affiliate of ILLUSCRIBE MEDIA or in connection with bona fide merger and acquisition activities of ILLUSCRIBE MEDIA.

11. Notices. Notices required to be given or delivered under this Agreement must be in writing, and must be given or delivered to a Party at its address as set forth below, or to another address for a Party provided by notice. Notices will be deemed to have been duly given upon receipt, upon refusal of receipt or upon determination that the notice address provided is not current, is insufficient or is incorrect.

12. Disputes, Venue and Governing Law. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Any controversy relating to this Agreement will be settled through consultation and negotiation in good faith and a spirit of mutual cooperation for up to 15 days starting on the date when one Party gives written notice to the other Party of any controversy. However, if those attempts fail, any such controversy will be decided by binding arbitration conducted, upon request by either Party, in Chicago, Illinois, before 1 arbitrator designated by the American Arbitration Association (the "AAA"), under the AAA's Commercial Arbitration Rules, and, to the maximum extent applicable, the United States Arbitration Act (Title 9 of the United States Code). Notwithstanding anything to the contrary in this Agreement, either Party may proceed to a court of competent jurisdiction to obtain equitable relief at any time. Any such proceeding may be brought in any state or federal court located in DuPage County, Illinois, and all objections to personal jurisdiction or venue in any action or proceeding so commenced are waived. This Agreement is to be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice-of-law or conflict-of-law provisions.

13. Severability. If any provision of this Agreement, or the application of this Agreement to any person or circumstance should, for any reason and to any extent, be held invalid or unenforceable, then the remainder of this Agreement and the application of that provision to other persons or circumstances will not be affected, but rather are to be enforced to the greatest extent permitted by law.

14. Waiver. No course of performance and no failure of any Party to enforce at any time, or for any period of time, any provision of this Agreement will be construed as a waiver of any provision of this Agreement or of the right of that Party to enforce each and every provision of this Agreement, and no single or partial exercise of any right under this Agreement will preclude any other or further exercise of that or any other right.

15. Entire Agreement. This Agreement constitutes the complete agreement between the Parties concerning their subject matter, and supersedes all prior or contemporaneous communications, proposals or agreements, whether or not written, relating to the subject matter of this Agreement. ILLUSCRIBE MEDIA may amend these General Terms and Conditions at any time, and from time to time, by posting amended General Terms and Conditions to its website (http://illusrcribe.com/img/illusrcribe_General_Terms_and_Conditions.pdf) referencing this Agreement and authenticated or signed by an authorized representative of the Party against whom it is to be enforced.

16. Force Majeure. Neither Party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement (except with respect to Client's duty to pay consideration as provided in Section 3) as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event. The Parties specifically acknowledge that the activities of third parties claiming rights in Third Party Art constitute a force majeure event which shall be deemed to be outside the reasonable control of ILLUSCRIBE MEDIA, unless Client proves by clear and convincing evidence that ILLUSCRIBE MEDIA failed to act or acted in a grossly negligent manner, or committed intentional misconduct.