

## GENERAL TERMS AND CONDITIONS

- 1. Applicability.** These General Terms and Conditions (these “**Terms and Conditions**”) have been incorporated by reference to a Proposal for Services (the “**Proposal**”) between TrustWorkz, Inc., a Georgia corporation, and the client party thereto. These Terms and Conditions and the Proposal are collectively referred to as the “**Agreement**” in both these Terms and Conditions and in the Proposal. In the event of any conflict between the express and explicit provisions of the Proposal and these Terms and Conditions, the terms of the Proposal shall control.
- 2. Delivery and Acceptance.** Customer is responsible for providing website content, original graphics, hosting, and domain information within 14 days of signature date (“**Client Content**”). Late submissions and failures to respond to requests for information will delay the launch date and may result in additional fee assessments.
- 3. Intellectual Property Rights.** All Client Content shall remain the exclusive property of Customer. Customer hereby grants to TrustWorkz a nonexclusive, nontransferable license to use the Client Content for the purpose of providing the services under this Agreement. Upon completion of the services under this Agreement, and expressly subject to full payment of all fees, costs and expenses due under this Agreement (including any late fees and expenses but excluding charges for hosting the content), TrustWorkz hereby assigns to Customer all right, title and interest, including copyright and other intellectual property rights, in and to all creative content developed or created by TrustWorkz exclusively for the project and services described in this Agreement and incorporated into the final deliverables provided by TrustWorkz to Customer hereunder. All intellectual property developed by TrustWorkz, including know-how, designer tools, web-design, layout, and navigational and functional elements, prior to this Agreement or independently

of the services provided under this Agreement (“**Background IP**”) shall remain the exclusive property of TrustWorkz. To the extent any Background IP is included in any final deliverable provided by TrustWorkz to the Customer, TrustWorkz grants to Customer a nonexclusive, fully-paid perpetual license to use such Background IP solely to the extent necessary for the Customer to enjoy and utilize the deliverables.

- 4. Confidentiality.** Except in accordance with the terms of this Agreement, neither Party will, either during the period of this Agreement or at any subsequent time, disclose to any other person any information labeled as Confidential Information disclosed to it by the other Party under this Agreement, and each Party will use commercially reasonable efforts, and in any event at least as rigorous as those it uses to protect its own Confidential Information, to keep the other Party’s Confidential Information confidential.
- 5. Indemnification.** Customer hereby indemnifies, saves, and holds TrustWorkz, its successors and assigns, harmless from any and all liability, claims, demands, loss and damage (including legal fees and court costs) arising out of or connected with any claim or action by a third party related to (a) any of the Client Content (including any claim that the Client Content infringes the intellectual property rights of any third party), (b) Customer’s breach of this Agreement or (c) Customer’s negligence or willful misconduct and will reimburse TrustWorkz for any loss, cost, expense, or damage to which said indemnity applies, including reasonable attorney’s fees. TrustWorkz will give Customer prompt written notice of any claim or action covered by this indemnity (but the failure to provide such notice shall not eliminate Customer’s indemnification obligations under this Agreement unless the Customer can show that its defense was materially impaired by such delay), and Customer will have the right, at its own expense, to participate in any such action.
- 6. Miscellaneous.**

  - a. Dispute Resolution.** If a Party is in default of this Agreement, the non-defaulting Party may attempt to negotiate a settlement to the default with the defaulting Party. If there is no informal settlement, the Parties

agree to binding Arbitration under the rules of the American Arbitration Association as a final resolution. Any arbitration hearing and all proceedings in connection therewith will take place in Fulton County, Georgia, USA. In the event any dispute between the Parties should result in litigation or arbitration, the prevailing party will be reimbursed for all reasonable costs and reasonable attorney's fees incurred in connection with such litigation or arbitration, including, without limitation, reasonable costs and reasonable attorney's fees incurred in collecting the judgment(s) or arbitration award(s) resulting from such litigation or arbitration.

- b. Governing Law; Choice of Forum.** This Agreement will be governed by and construed in accordance with the internal laws of the State of Georgia, USA. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder will be instituted exclusively in the courts of the State of Georgia, USA, in each case located in Fulton County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non-conveniens.
- c. No Partnership.** The parties acknowledge that they will not hold themselves out as an agent, partner or co-venturer of the other and that this Agreement is not intended and does not create an agency, partnership, joint venture or any other type of relationship except the contractual relationships established hereby.
- d. Assignment.** This Agreement will be binding not only upon the Parties, but also upon their successors and assigns, and the Parties to this Agreement agree for themselves and their successors and assigns to execute any instruments in writing which may be necessary or proper in fulfilling in good faith the purpose and intent of this Agreement.
- e. No Waiver.** No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party

so waiving. No waiver by any Party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

## **7. LIMITATION OF LIABILITY.**

- a. TRUSTWORKZ MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND/OR MERCHANTABILITY. IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF TRUSTWORKZ, ITS MEMBERS, MANAGERS OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES TO CUSTOMER FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CUSTOMER'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE NET PROFIT OF TRUSTWORKZ. IN NO EVENT SHALL TRUSTWORKZ BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY TRUSTWORKZ, EVEN IF TRUSTWORKZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**
- b. In addition to the foregoing, Customer acknowledges and agrees, that**
  - (i) certain products may involve the distribution of Client Content and/or**

their interactions with third parties (the “**Publishers**”) that own or operate online business directories, search web sites, social media web sites, mobile apps, or other online properties (the “**Publisher Sites**”); (ii) all Client Content shall be subject to the Publishers' character limits, quality standards and other applicable content policies, and that any such Client Content may be rejected, in whole or in part, by a Publisher at any time in its sole discretion, or modified at any time to comply with such policies; (iii) Company does not guarantee that any Client Content will be displayed on any Publisher Site; and (iv) the appearance and/or location of any Client Content may change at any time. TrustWorkz shall have no liability for any publisher sites, including their availability or any change in the publisher sites, for any decision by a publisher to reject or modify any content submitted by client, or for any other decision, change or other action described in clauses (ii), (iii), or (iv) of the preceding sentence.

- 8. Publicity.** TrustWorkz may identify the Customer as a client for promotional and marketing purposes. In addition, TrustWorkz may indicate on any web page developed pursuant to this Agreement that the page was developed and supported by TrustWorkz. In the event TrustWorkz at a later date does not provide hosting services with respect to any website created under this Agreement, then Customer shall, immediately upon the request by TrustWorkz, either remove any notification identifying TrustWorkz as the developer and/or supporter of the website or allow TrustWorkz to delete such identification.
- 9. Force Majeure.** TrustWorkz shall not be deemed in breach of this Agreement if TrustWorkz is unable to complete the services by reason of fire, earthquake, labor dispute, epidemic, act of God or public enemy, or any local, state, federal, national or international law, governmental order or regulation or any other event beyond TrustWorkz's control (collectively, “**Force Majeure Event**”). Upon occurrence of any Force Majeure Event, TrustWorkz shall give notice to Client of its inability to perform or of delay in completing the services

and shall propose revisions to the schedule for completion of the services.

**10. Survival or Representations and Warranties.** The representations, warranties, covenants and agreements made herein will survive any investigation made by any party hereto and the closing of the transactions contemplated hereby.

**11. Entire Agreement.** This Agreement represents the final and entire agreement between the Parties, and supersedes all prior or contemporaneous agreements, express or implied, written or unwritten. This Agreement may only be modified if done so in writing signed by the parties hereto. If any part or portion of this Agreement is held to be invalid or otherwise unenforceable, the remainder will have force and effect to the fullest extent permitted by law.