MASTER SERVICES AGREEMENT

This Master Services Agreement, dated [EFFECTIVE DATE], is between [COMPANY NAME], a Delaware corporation ("Company"), and [AGENCY NAME], a [AGENCY STATE OF FORMATION] [AGENCY ENTITY TYPE] ("Agency").

BACKGROUND

Company is a [TYPE OF Company] company with a product, [DESCRIBE PRODUCT].

Company desires to work with a third party who can assist it in developing a preparing for the launch of [PRODUCT].

Agency has the expertise and capabilities to assist Company in, among other areas, developing and implementing a public relations strategy and campaign.

Accordingly, the parties agree as follows:

1. Services.

1.1 Scope of Services. For purposes of this Agreement, "Services" means the work that Agency will provide to Company, which is:

(A) develop a public relations strategy, as detailed in the proposal attached as [EXHIBIT No. 1];

(B) implement the marketing campaign for [PRODUCT], as agreed between the parties; and

(C) furnish additional work as the parties may mutually agree to and attach to this Agreement as an enumerated exhibit.

1.2 Changing the Scope of Services. If Company changes the scope of the Services, Agency will notify Company of the costs associated with the changes and will not proceed without Company's prior written approval.

1.3 Provision of Services. Agency will perform the Services according to the parameters set forth in this Agreement.

1.4 Conflicting Provisions. Unless this Agreement specifically states otherwise, in the event of any conflict between the terms of this Agreement and the terms of a proposal, the terms of this Agreement shall govern. To be clear, if any proposal states that its terms shall control over any Master Services Agreement, and such statement conflicts with this Agreement, then that proposal's language shall be deemed invalid absent an amendment to this Agreement.

2. Payment.

2.1 Payment for Performance. Company will pay Agency for performing the Services in accordance with this Agreement. Subject to Company's prior written approval, Company will reimburse Agency for reasonable, necessary, and documented expenses incurred in connection with the Services.

2.2 Governing Provisions. The specific terms set forth in the proposal, and to which each party agreed, will govern the compensation for the Services.

2.3 Payment Terms.

(A) Unless Company directs otherwise in writing, Agency must address all invoices for Services to Company and send them to the attention of Company's Accounts Payable Department at [PAYMENT ADDRESS].

(B) Unless specifically stated otherwise in the proposal, all invoices will contain an itemized breakdown of all fees and expenses (and be accompanied by relevant supporting documentation), and be payable within [NUMBER OF DAYS 1] days after receipt to avoid interest charges at a rate of 1% per month, compounded annually.

3. Term and Termination.

3.1 Term. This Agreement begins on the date referenced in the preamble and ends [NUMBER OF YEARS 1] calendar year later.

3.2 Termination by Mutual Consent. This Agreement may be terminated by written agreement of the parties.

3.3 Termination after Performance. Either party may terminate this Agreement by giving [NUMBER OF DAYS 2] days prior written notice to the other party.

3.4 Termination for Breach.

(A) Either party may terminate this Agreement if the other party breaches any material obligation under this Agreement (including but not limited to payment obligations) and fails to cure such breach within [NUMBER OF DAYS 3] days after the non?breaching party delivers a written termination notice.

(B) Either party may terminate this Agreement immediately upon written notice if the provision or use of the Services would infringe upon the intellectual property rights of any third party.

3.5 Termination for Insolvency. This Agreement may terminate immediately if either party:

(A) becomes insolvent,

(B) makes an assignment for the benefit of creditors,

(C) appoints or suffers appointment of a receiver or trustee over all or substantially all of its property,

(D) files a petition for any bankruptcy or insolvency act,

(E) has any petition for any bankruptcy or insolvency act filed against it that is not discharged within [NUMBER OF DAYS 4] days of the filing,

(F) proposes a written agreement of composition or extension of its debts, or

(G) proposes or is a party to any dissolution or liquidation (other than in connection with a sale of all or substantially of its assets in a transaction in which the assignment of this Agreement to the acquirer is permitted).

3.6 Effect of Termination.

(A) Upon termination of this Agreement, Agency will take all steps necessary to wind down and cease the Services in an orderly manner. In addition, Agency must:

(1) return the prorated share of any fees Company paid in advance;

(2) assign and make available to Company all property and materials in Agency's possession or control that Company paid for or that belong to Company, and all items containing any of Company's confidential information, at Company's request; and

(3) give all reasonable cooperation toward transferring, with approval of third parties, its interest in all contracts and arrangements, if any, that Agency properly entered into during the performance of this Agreement.

(B) Upon termination of this Agreement, Company will pay Agency:

(1) all unpaid fees and documented expenses incurred prior to notice of termination,

(2) all fees and reasonable and necessary non?cancelable expenses incurred in connection with winding down or transferring the Services, and

(3) any other fees or expenses incurred with Company's prior written approval.

(C) The following provisions will survive this Agreement's termination or expiration:

(1) Payment [SECTION 2],

(2) Effect of Termination [SECTION 3.6],

(3) Confidentiality [SECTION 4],

(4) Ownership of Materials and Intellectual Property [SECTION 5],

(5) [SECTION 6]

(6) Records [SECTION 8],

(7) Indemnification [SECTION 9],

(8) Limitation of Liability [SECTION 10],

(9) Insurance [SECTION 11],

(10) Third Party Obligations and Publicity [SECTION 13], and

(11) General Provisions [SECTION 14].

4. Confidentiality.

4.1 Term. The type of information dictates the term for the obligations of confidentiality and non?use.

(A) For confidential information, these obligations of confidentiality and non?use end [NUMBER OF YEARS 2] years after this Agreement is terminated.

(B) For trade secrets, these obligations of confidentiality and non?use continue for as long as it constitutes a trade secret under the Delaware Uniform Trade Secrets Act (Del. Code § 6?2001 et seq.).

4.2 Use of Confidential Information.

(A) Because of the competitive nature of the Company's business, all information exchanged between the parties is confidential.

(B) Because the unauthorized disclosure of confidential information would result in serious harm to the non?disclosing party, each party must only use the other's confidential information to perform under this Agreement.

(C) Agency may disclose confidential information to third parties who require the information to perform under this Agreement. But, Agency must ensure that each person or third party is legally bound by obligations of confidentiality and non?use at least as stringent as this [SECTION 4].

4.3 Protecting Confidential Information from Disclosure. Each party must protect the other party's confidential information in the same way it protect its own confidential information of like nature, but in no circumstances with less than reasonable care.

(A) Exceptions. Information is not confidential and may be disclosed if:

(1) the information was in the public domain before the parties exchanged it;

(2) the information, through no fault of the receiving party, became a part of the public domain after the parties exchanged it;

(3) the receiving party developed the information independently and can provide a written record showing that it did not rely on or use the other party's information; and

(4) the other party approves the disclosure.

(B) Disclosure Required By Law. When compelled by law to do so, a party may disclose the other party's confidential information. However, the disclosure should be only to the extent legally required. In addition, where legally permissible, the compelled party must promptly notify the other party of the required disclosure. The purpose of this prompt notice is to permit the other party, at its option and expense, to seek an appropriate protective order. To be clear, any information disclosed in accordance with this Subsection will otherwise remain confidential.

4.4 Ownership of Confidential Information. All confidential information remains the disclosing party's exclusive property. Consequently, each party retains all patent, copyright, trade secret, trademark, and other intellectual property rights that may exist in its confidential information. No license or conveyance of any of these rights is granted or implied under this Agreement.

5. Ownership of Materials and Intellectual Property.

5.1 Works Made for Hire. All materials prepared by or on behalf of Company under this Agreement are considered "works made for hire", as defined in subsection 2 of that term by Title 17 USC § 101. Agency hereby assigns to Company all of its rights in these materials and this Agreement will be deemed a transfer to Company of the sole and exclusive copyright of any copyrightable subject matter Agency created in these works.

5.2 Agency agrees to cause its agents and employees to execute any documents necessary to secure or perfect Company's legal rights and worldwide ownership in such materials, including, but not limited to, documents relating to patent, trademark and copyright applications. Upon Company's request, Agency will transfer, assign and make available to Company all property and materials in Agency's possession or control belonging to Company.

5.3 Agency must treat the materials as Company's confidential information and may not use them for the benefit of any party other than Company or for any purpose other than in connection with the Services.

6. Inspection. During the term of the Agreement and for a period of [NUMBER OF YEARS 3] year thereafter, Agency will provide Company and its agents or representatives reasonable access to Agency's facilities, during Agency's regular business hours, to audit Agency's financial records relating to the Services.

6.1 In the event any such audit reveals that Company made excess payments, Agency must either (a) promptly pay Company any such excess amounts after completion of the audit, or (b) credit such amounts against subsequent invoices. Should any audit conducted following the term of the Agreement reveal that Company made excess payments then the Agency will refund any excess payments, to Company within [NUMBER OF DAYS 5] days after the completion of such audit.

6.2 In the event that Agency overbilled Company in an amount equal to or greater than 5%, then Agency shall pay the costs of such audit.

7. Professional Standards and Subcontractors.

7.1 Quality of Work. Agency represents and warrants that it has the expertise to perform the Services in a manner commensurate with professional standards generally applicable to its industry.

7.2 Use of Subcontractors. Agency reserves the right to select the third parties who will provide the Services to Company and to reassign the third parties as necessary after providing reasonable notice to Company. But, Company must approve in advance and in writing any and all of Agency's subcontractors used to perform the Services.

7.3 Copy Review Requirements. As part of the Services, Agency may provide written materials to Company. Company will review and then accept or reject written materials pursuant to Company's internal policies and procedures. Any written materials that Company has reviewed and finally accepted in writing are deemed "Approved Copy". Agency must incorporate all revisions to the written materials that Company requires. Agency must ensure that the final versions of all written materials are identical to the Approved Copy. Consequently, Agency must submit to Company all written materials that:

(A) reference Company or its products; and

(B) are intended for distribution either internally or externally to third parties, or as otherwise directed by Company.

8. Records.

8.1 Agency will maintain all materials, data, and documentation that it obtained or generated in the course of providing Services hereunder, including all computerized records and files ("Records") in a secure area protected by Agency's commercially reasonable efforts from fire, theft and destruction.

8.2 Upon Company's written instruction, all Records will either be:

(A) delivered to Company in the same form as it is then currently in Agency's possession;

(B) retained by Agency for a period of [NUMBER OF YEARS 4] years from the termination of this Agreement, or any longer period required by any applicable law or regulation; or

(C) disposed of, if Company directs in writing, unless Agency is required to store or maintain the Records as a matter of law or regulation.

(D) In no event will Agency dispose of any Records without first giving Company [NUMBER OF DAYS 6] days' prior written notice of its intent to do so.

9. Indemnification

9.1 Agency's Indemnification of Company. Agency must indemnify Company from any third party claim arising from the Services. But, Agency will not indemnify Company if the claim is a result of Company's negligence, Company's willful misconduct, or Company's failure to adhere to the terms of this Agreement.

9.2 Company's Indemnification of Agency. Company must indemnify Agency from any third party claim arising from Company's products or its use of the Services. But, Company will not indemnify Agency if the claim is a result of Agency's negligence, Agency's willful misconduct, or Agency's failure to adhere to the terms of this Agreement.

9.3 Conditions of Indemnification.

(A) For purposes of this [SECTION 9], each party agrees that the duty to indemnify the other party does run to each party's directors, officers, employees, and staff.

(B) Indemnification will be provided only when:

(1) the party seeking indemnification notifies the other party soon enough (ideally within [NUMBER OF DAYS 7] days) to avoid any prejudice that can result from late notice,

(2) the party providing indemnification to the other has sole control of the defense and all related settlement negotiations, and

(3) the party seeking indemnification reasonably cooperates in the defense of the claim.

(C) The party providing indemnification must seek the other party's written approval before it may agree to any settlement that would impose any monetary or injunctive obligation upon the indemnified party.

10. Limitation of Liability. Except for claims for (i) indemnification under [SECTION 9], (ii) personal injury due to negligence, (iii) wrongful death, (iv) willful misconduct or (v) fraud, in no event will either party be liable to the other for special, indirect, incidental, punitive, exemplary or consequential damages (including, but not limited to, loss of profits, loss of data or loss of use damages) even if such party has been advised of the possibility of such damages or losses. Except for claims for (i) indemnification under [SECTION 9], (ii) personal injury due to negligence, (iii) wrongful death, (iv) willful misconduct or (v) fraud, the entire liability of either party to the other in connection with Services and any agreement between the parties relating thereto (whether based on breach of contract, breach of warranty, negligence or any other legal theory) may not exceed, in the aggregate, the total amount of fees paid or becoming due under the applicable Proposal giving rise to the damages.

11. Insurance. Agency represents that it maintains and will continue in force during the term of this Agreement, at its expense, professional liability insurance and errors and omissions insurance, each with a combined single limit of $1,000,000. Each party will be solely responsible for workmen's compensation claims brought by its respective employees, and will not hold the other liable for such claims. When this Agreement requires performance of Services on Company's premises, Agency must maintain worker's compensation and employer's liability insurance covering its employees engaged in such Services in amounts no less than required by applicable law. Upon request, Agency will provide to Company certificates of insurance evidencing compliance with this Section.

12. Independent Contractors. The parties to this Agreement are independent contractors, and nothing contained in this Agreement places the parties in the relationship of employer and employee, partners, principal and agent or joint venturers. Neither party has the power to bind or obligate the other party, nor may either party hold itself out as having such authority.

13. Third?Party Obligations and Publicity. Neither party may make commitments or place any advertising, public relations, or promotional materials for the other party, or disseminate any material of any kind using the name or any trademarks of the other party, without the other party's prior written approval. Each party must not use the other party's name, or the names of its employees, in any advertising or sales promotional material, or in any other way not required by law or regulation, without the other party's prior written consent.

14. General Provisions.

14.1 Governing Law. The laws of the [JURISDICTION STATE], without reference to its conflicts of laws principles, will govern this Agreement.

14.2 Waivers. If one party breaches this Agreement, the failure of the other party to take action will not constitute a waiver of any kind.

14.3 Severability. If a court finds that a provision in this Agreement is unenforceable, all other terms of this Agreement should be unaffected and remain enforceable.

14.4 Integration and Amendments. This Agreement contains the entire understanding of the parties with respect to the Services and supersedes all prior written or oral communications. This Agreement may only be modified when both parties execute by an amendment.

14.5 Assignment and Delegation. Neither party may assign this Agreement, or any of its rights created by this Agreement, without the other party's prior written consent. But, each party may assign any rights created by this Agreement in connection with any merger, reorganization or acquisition it is involved in or if the party sells substantially all of its assets related to this Agreement. Moreover, in the event of any proposed assignment of this Agreement to a party?controlled affiliate, the other party will not unreasonably withhold consent. Any purported assignment of this Agreement in violation of this subsection is invalid.

14.6 Successors and Assigns. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

14.7 No Third?Party Beneficiaries. Except as otherwise provided herein, this Agreement is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any other person.

14.8 Notices. A notice or consent that occurs will become effective when the intended recipient receives it. Consequently, each notice or consent must provide evidence of receipt (e.g., facsimile transmission with answer back confirmation, by e?mail with acknowledgement of receipt, or by courier with proof of delivery). Lastly, any notice, consent, or other communication required by this Agreement must be in writing and use the following contact information:

If to [COMPANY NAME]:

[COMPANY NAME]

Attention: [COMPANY CONTACT NAME]

[COMPANY ADDRESS]

[COMPANY CONTACT FAX NUMBER]

[COMPANY CONTACT EMAIL ADDRESS]

If to [AGENCY NAME]:

[AGENCY NAME]

Attention: [AGENCY CONTACT NAME]

[AGENCY ADDRESS]

[AGENCY CONTACT FAX NUMBER]

[AGENCY CONTACT EMAIL ADDRESS]

14.9 Force Majeure.

(A) "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that meets all four of the following criteria:

(1) The act or event prevents a nonperforming party, in whole or in part, from

(a) performing its obligations under this Agreement, or

(b) satisfying any conditions to the obligations of the performing party under this Agreement.

(2) The act or event is beyond reasonable control of and not the fault of the nonperforming party.

(3) The nonperforming party has been unable to avoid or overcome the act or event by the exercise of due diligence.

(4) The nonperforming party gives notice to the performing party within [NUMBER OF DAYS 8] days of the act or event stating the nature of the act or event, its anticipated duration, and any action the nonperforming party is taking to avoid or minimize its effect.

(B) Neither party will be liable for delay in delivery or nonperformance in whole or in part (other than a failure to pay any amount due hereunder), nor will the other party have the right to terminate this Agreement where delivery or performance has been affected by a Force Majeure Event, except as otherwise specifically provided in [SECTION 14.9(C)].

(C) The suspension of performance will be of no greater scope and no longer duration than is reasonably required and the nonperforming party must use commercially reasonable efforts to remedy its inability to perform. But, in the event the suspension of performance continues for [NUMBER OF DAYS 9] days after the initial occurrence of the Force Majeure Event, and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the performing party may terminate this Agreement immediately by providing written notice to the nonperforming party.

14.10 Export Control. This Agreement is made subject to any restrictions concerning the export of products or technical information from the United States or other countries that may be imposed on the parties from time to time. Each party agrees that it will not export, directly or indirectly, any technical information acquired from the other party under this Agreement or any products using such technical information to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate agency or other governmental entity in accordance with applicable laws.

14.11 Non?Solicitation. During the term of this Agreement plus [NUMBER OF YEARS 5] year, Agency will not hire or retain, in any capacity, any employee or former employee of Company who was involved in a project giving rise to the Services. Similarly, during the term of this Agreement plus [NUMBER OF YEARS 5] year, Company will not hire or retain, in any capacity, any employee or former employee of Agency who was involved in the project giving rise to the Services.

14.12 Data Security and Privacy. At times, Company may provide Agency with information that falls under the protection of certain data security and privacy laws. Agency must implement and maintain appropriate security measures to protect this information and comply with all applicable laws.

14.13 Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart will be an original and all together will constitute one instrument.

To evidence the parties' assent to this Agreement, they have signed and delivered it as of the last date written below.

COMPANY:

[COMPANY NAME]

By:

[COMPANY SIGNATORY NAME]

[COMPANY SIGNATORY TITLE]

[COMPANY DATE OF SIGNATURE]

AGENCY:

[AGENCY NAME]

By:

[AGENCY SIGNATORY NAME]

[AGENCY SIGNATORY TITLE]

[AGENCY DATE OF SIGNATURE]