

## MASTER SERVICES AGREEMENT

1. **Services and Statements of Work.** Inception will provide services to Client (the "Services") and deliver the materials developed for Client by Inception (the "Deliverables") as described in one or more written statements of work each substantially in the form attached hereto as Exhibit A (each a "Statement of Work" or "SOW"). All work and performance under this Agreement will be pursuant to one or more SOW(s), each of which must be in writing and signed by both parties. An initial SOW agreed to by the parties may be included as an attachment to this Agreement at Exhibit A. Additional SOWs, regardless of whether they relate to the same subject matter as the initial SOW, will become effective on the SOW Effective Date set out therein. The parties may agree upon a different form of SOW so long as at a minimum it (a) includes substantially the following statement: "This is a SOW under the Master Services Agreement dated [DATE]"; and (b) contains a description and/or specifications of the Services to be performed and the Deliverables to be delivered to Client, the name and address of the Designated Contact (as defined below) for each of Client and Inception, the amount, schedule, and method of payment, the time schedule for performance and for delivery of the Deliverables, and completion and acceptance criteria for the Deliverables. In the event of any conflict between the terms of any SOW to the Agreement and this Agreement, the terms of this Agreement will control, except with regard to terms expressly identified as Overriding Terms in the SOW.
  - 1.1. **Performance.** All Services will be rendered by Inception in a timely and professional manner. Unless otherwise agreed to by Client in writing, Inception will provide all equipment, software, and supplies required to perform the Services. Inception may subcontract its obligations under this Agreement in its sole discretion, but will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors as if they were committed by Inception directly.
  - 1.2. **Effective Dates of Statements of Work.** If any SOW does not contain an effective date (the "SOW Effective Date"), that SOW is deemed to have an SOW Effective Date that is the first day of performance by Inception of any activity under that SOW, including preparatory work in order to prepare a quotation for the Client in relation to the then-prospective SOW.
  - 1.3. **Changes to SOWs.** Client may propose changes to any SOW or Services to be performed by giving Inception no less than 10 days' advance written notice of the proposed change(s). Any changes to the Services, Deliverables and/or specifications set out in a SOW shall be agreed in writing, including by email, and may result in an increase to the Fees, expenses or charges to the Client. Where the Client proposes changes to a SOW, the Client shall bear all reasonable costs (including design costs, consulting costs and legal fees) incurred by Inception in order for Inception to affect the changes to a SOW and any associated plans, even if those changes are not eventually agreed upon or implemented.

- 1.4. **Delivery; Acceptance; Rejection.** Each Deliverable will be considered accepted ("Acceptance") (a) when Client provides Inception written notice of acceptance or (b) seven (7) days after the Deliverable is made available to Client (subject to the remainder of the terms of this Agreement) for inspection ("**Delivery**"), if Client has not first provided Inception with written notice of rejection. Client may, acting reasonably, only reject a Deliverable in the event that it materially deviates from the specifications set forth in an applicable SOW, by providing written notice setting forth the nature of such deviation. In the event of a rejection, Inception shall correct the deviation and redeliver the Deliverable within fourteen (14) days, unless the correction by its nature would require a longer period, in which case redelivery shall be made as soon as practicable. Redelivery pursuant to the previous sentence will constitute another Delivery, and the parties shall again follow the acceptance procedures set forth in this Section 1.4. Inception's failure to provide Deliverables that materially conform to the specifications set forth in an applicable SOW may constitute breach of this Agreement, and this Section 1.4 does not limit any remedy Client may have for such breach. In the event the Deliverable is rejected and resubmitted the acceptance of the corrected Deliverable shall not incur additional costs or exceed original fee. Notwithstanding anything to the contrary in this Agreement, the Client shall not be entitled to reject any Service or Deliverable which reasonably conforms to specifications provided in Inception's quotation which was supplied by Inception and agreed to by the Client and which was relied upon for the development of the SOW ("**Quotation**"), unless the SOW expressly negates the specifications set out in the Quotation.
2. **Supervision of Services.** Each party will designate an individual to act as contract coordinator pursuant to this Agreement (each a "Designated Contact") whose name, email address, and telephone number will be set forth on Exhibit A. The Designated Contacts of each party will be responsible for arranging all meetings, visits, and consultations between the parties. All of the Services to be performed by Inception, including but not limited to the Services, will be as agreed upon between the Designated Inception Contact and the Designated Client Contact. If Inception or the Designated Inception Contact is required under an SOW to report to the Designated Client Contact concerning the Services performed under this agreement, then the nature and frequency of these reports will be agreed in writing (including by email) from time to time between the Designated Client Contact and the Designated Inception Contact. Each party may designate or change the designation of its Designated Contact by sending a writing to the other party, including by email.
3. **Fees and Payment.** Amounts and modes of payment for the Services to be performed shall be set forth in each SOW, subject to the following provisions:
- 3.1. **Fees.** If Inception quotes a price for particular Services or Deliverables and such price is specified without qualification in the applicable Statement of Work, the amount quoted shall be deemed a fixed price, exclusive of any applicable taxes and duties.
- 3.2. **Time and Materials.** With respect to Services and Deliverables for which the parties determine that payment on a fixed-price basis is not appropriate, the SOW may provide for payment on the basis of time and materials. Payment under this method shall be determined according to the hourly rates set for Inception's employees by skill level in a statement of rates (the "Statement of Rates") set forth or referenced on Inception's website from time to time, which shall be deemed to be exclusive of any applicable taxes. In the

event that the deliverables are completed early, the Client may choose to end the engagement before the estimated end date to reclaim unused estimated fees.

- 3.3. **Time and Materials Subject to Fixed Ceiling.** For certain SOWs, the parties may agree that time and materials charges pursuant to the Statement of Rates shall be authorised subject to a maximum aggregate amount, designated as the "level of effort" expected or imposed for particular Services or Deliverables. Inception shall use best efforts to complete the specified Services and/or Deliverables for no more than such aggregate amount. Further, should Inception determine at any time that it may be necessary to exceed such aggregate amount, Inception shall immediately notify the Client in writing. In such notice, Inception shall set forth Inception's best estimate of the cost to complete the pertinent services and/or Deliverables. Following receipt of such notice, Client shall either instruct Inception to halt work with respect to such services and/or Deliverables, to continue on a time and material basis, or to suspend work pending further negotiation of a fixed price for completion. In no event will Inception receive more than the maximum aggregate amount set forth in the SOW without Client's advance written approval.
- 3.4. **Statement of Rates.** The hourly rates prescribed by the Statement of Rates or SOW shall be in lieu of compensation or reimbursement for Inception payroll, management, and overhead, but not third party costs for materials (including processed materials) incurred by Inception.
- 3.5. **Performance Requirements.** Where Inception does not complete the final Services and Deliverables from a SOW prior to the Trade Show Open Date indicated on that SOW, Inception is entitled to no further payment under that SOW. The Trade Show Open Date, and any other performance dates may be amended by email, and Inception shall be entitled to vary such dates, acting reasonably, on information provided by the venue at which the Deliverables are due for Delivery, and on information provided by the Client from time to time.
4. **Invoicing.** Inception shall submit invoices to Client for payment on the Invoice Dates set out in the SOW. In the event that the SOW should contain no Invoice Dates: fifty percent (50%) of the aggregate Fees set out in the Quotation shall be payable as a Deposit, thirty percent (30%) shall be paid eight (8) weeks prior to the Trade Show Open Date and the balance shall be payable on the Trade Show Open Date. In all cases, any amount of Deposit shall be payable by the Client within 3 business days of the date of execution of the SOW. All remaining Invoices shall be payable net fourteen (14) days from the date on which the invoice is submitted by email to Client's Designated Contact. All invoices shall specifically refer to the SOW to which they relate. All invoices must identify the Instalment to which they relate in the Payment Schedule (including, as applicable, the Deliverables associated with the said Instalment); the number of hours worked by date (if applicable). Whenever an invoice includes charges for time and materials, the invoice shall indicate the roles and hours of the employees performing the work. Each invoice shall separately set forth travel expenses, if any, authorised by Client for reimbursement. Each invoice shall be accompanied by supporting documentation (e.g., receipts for air travel, hotels, and rental cars) showing that the amount involved was expended and related to Services provided under this Agreement in accordance with Client's standard reimbursement policies. Any additional or different terms or conditions set forth on Inception's invoices shall be void and of no effect.

5. **Expenses.**

- 5.1. **Costs of Supply.** Except as expressly agreed otherwise by Client in a SOW and subject to clause 5.2, if the Fees are stated as a fixed price for the Services and Deliverables under a SOW, Inception shall bear all of its own expenses arising from its performance of its obligations under this Agreement, including (without limitation) expenses for facilities, work spaces, utilities, management, clerical and reproduction services, supplies.
- 5.2. **Travel and Accommodation.** Unless otherwise agreed in the SOW, the Client shall reimburse all reasonable travel and accommodation expenses incurred by Inception (and its subcontractors) in order to attend and provide Services under the SOW.
- 5.3. **Other Expenses.** If Client agrees in the SOW to reimburse Inception for expenses in addition to the Fees, the Client shall reimburse Inception for all expenses that are:
- a) actual, reasonable, and necessary (without mark-ups or commissions); and
  - b) accompanied by receipts or other documentation establishing the nature of the expense, the date, amount, and payment made for such expenses.

6. **Term and Termination.**

- 6.1. **Term.** This Agreement will commence on the Effective Date and will remain in effect until terminated.
- 6.2. **Termination of Statements of Work.** Client may, at its sole option, terminate any or all SOW outstanding, or any portion thereof, upon 60 days' advance written notice to Inception, after which termination notified shall take effect. Upon receipt of notice of termination, Inception shall inform the Client of the extent to which performance has been completed through such date. Inception shall be paid for all work performed through the date of termination, provided that such payment shall not be greater than the payment that would have become due if the work had been completed. Inception may not terminate any SOW once Inception has entered into such SOW, except if Client has failed to pay any amount due on time, in full, at any time under this Agreement.
- 6.3. **Termination of Agreement.** The Client may terminate this Agreement for any reason or no reason upon 60 days' advance written notice to Inception. In addition, Client may terminate this Agreement or any SOW issued hereunder immediately if Inception is in material breach of this Agreement and has failed to cure such material breach within 20 working days of its receipt of written notice (email to suffice) of the breach from Client. However, in the event of a termination of any SOW for breach, this Agreement shall continue to remain in effect with respect to any other SOW already issued hereunder until such other SOW is itself terminated and/or performance thereunder is completed.

*[Continued on next page]*

6.4. **Effect of Termination.** Upon expiration or termination of this Agreement, or any SOW issued hereunder, Client is obligated to pay for (a) Services performed or Deliverables delivered prior to expiration or termination and (b) authorised expenses indicated in a SOW that have actually been incurred by Inception on Client's behalf prior to expiration or termination of this Agreement or an applicable SOW. Where the Fee set forth in the SOW is a lump sum or other fixed amount, Client will be obligated to pay the greater of the following amounts (A) and (B):

(A) Any amounts paid as a Deposit to Inception plus any amounts invoiced by Inception and payable at the date of termination;

(B) An amount calculated according to the following formula:

$$\left( (\text{Total Fees} - 3\text{P Costs}) \times \frac{\text{Days Served}}{\text{Days Contracted}} \right) + 3\text{P Costs}$$

where the following definitions apply:

**"3P Costs"** means any amounts actually paid or committed to by Inception, and which cannot be reimbursed as of right, as calculated at the date of termination. For the avoidance of doubt, Third Party Costs includes Inception's costs incurred to subcontract its obligations under the SOW;

**"Days Served"** means the number of calendar days between the SOW Effective Date and the termination date, inclusively; and

**"Days Contracted"** means the number of calendar days between the SOW Effective Date and the SOW End Date, inclusively.

6.5. **Return of Client-Supplied Materials.** Upon expiration or termination of this Agreement, or any SOW issued hereunder, Inception shall: (a) promptly return any Client-Supplied Materials to Client, or dispose of, or store, the Client-Supplied Materials as directed by Client in writing; and (b) store or dispose of any Work Products and Deliverables, as directed by the Client. Inception may, in its sole discretion, charge a reasonable fee, and all related costs incurred, for complying with Client's instructions pursuant to this clause, including for the storage, transport and/or disposal of Client-Supplied Materials, Work Products and/or any other Deliverables. In the event that the Client should fail to provide its instructions for the treatment (including return, as applicable, disposal or storage) of Client-Supplied Materials, Work Products and/or other Deliverables at least fourteen days prior to the End Date, Inception shall have the right to dispose or store them in the manner it determines in its sole discretion, at the Client's cost and expense.

6.6. **Survival.** Sections 8, 10, 13 and 15 survive termination of this Agreement.

7. **Independent contractor.** In performing the Services, Inception is not an employee of Client, but is an independent contractor and will be solely responsible for determining the manner

and means of performing its obligations hereunder. Inception will be solely responsible for all social security, unemployment, and other taxes, whether state or federal, related to payments made pursuant to this Agreement. Neither party has authority to enter into contracts binding upon the other party or create obligations on the other party's behalf without the prior written authorization of such party.

8. **Confidentiality.** Each party agrees at all times to hold in strictest confidence and not to use, to the extent necessary to perform its obligations under this Agreement, or to disclose to any person, firm, corporation or other entity without written authorization of the other party, any Confidential Information. Each party agrees not to make copies of such Confidential Information except as authorized by the other party. "Confidential Information" means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, suppliers, customer lists and, prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, licences, finances, budgets or other business information disclosed to one party by the other party either directly or indirectly in writing, orally or by drawings or observation of parts or equipment or created by a party during the Term of this Agreement, whether or not during working hours. Confidential Information includes, but is not limited to, information pertaining to any aspect of a party's business that is either information not known by actual or potential competitors of that party or other third parties not under confidentiality obligations to that party, or is otherwise proprietary information of a party or its customers or suppliers, whether of a technical nature or otherwise. Each party understands that Confidential Information does not include any of the foregoing items that have become publicly and widely known and made generally available through no wrongful act of the other party or of others who were under confidentiality obligations as to the item or items involved.
9. **Agreements with Employees.** Inception shall obtain and maintain in effect written agreements with each of its employees who participate in any of Inception's work under any SOW issued hereunder. Such agreements shall contain terms sufficient for Inception to comply with all provisions of the Agreement and to support all grants and assignments of rights and ownership hereunder. Such agreements also shall impose an obligation of confidentiality on such employees with respect to Client's Confidential Information which is no less restrictive than the obligation set forth in Section 8 of this Agreement.
10. **Public Statements.**
  - 10.1. **Non-disparagement.** Neither party will, at any time during the Term of this Agreement or after termination, take any action that is reasonably likely to disparage or bring the other party, its products, or its services into disrepute.
  - 10.2. **Publicity.** During the term of this Agreement and after the termination or expiration of the Agreement, Inception may, with the consent of the Client (not to be unreasonably withheld) make reasonable media releases or other public announcements relating to Services after their Delivery.
11. **Materials to be Provided.** Client may provide materials for Inception's use in work performed under this Agreement (the "Client-Supplied Materials") and as described in the

applicable SOW. All Client-Supplied Materials shall be returned to Client upon completion of the Services and delivery of the Deliverables or disposed of as directed by Client in writing.

12. **Client Licence Grant.**

12.1. **Licence to Client Materials.** In order to permit Inception to perform its obligations under an applicable SOW, Client grants to Inception, effective upon Client's delivery of such SOW to Inception, to the extent of Client's ownership thereof and subject to any restrictions of any third-party agreements, a non transferable and nonexclusive licence for the sole purpose of performing the Services and delivering the Deliverables under the applicable SOW (i) to copy any Client-Supplied Materials and Client Developed IP and (ii) to use such Client-Supplied Materials and Client Developed IP or such other resources as Client may provide. The foregoing licence shall terminate automatically upon expiration or termination of this Agreement.

12.2. **Restrictions.** All rights not specifically granted by Client are reserved. Except for the foregoing, or as otherwise authorised by Client in a separate, signed, written licence agreement, no right or licence is granted herein or in any Work Statement for Inception to copy or distribute any Client-Supplied Materials, or to make or distribute any Derivative Works thereof. Nothing in this Agreement shall be deemed to give Inception any rights to use any of Client's trademarks or trade names without such Client's specific, written consent.

13. **Work Products**

13.1. **Ownership.** Inception shall own all title to any work product and Deliverables created in the performance of the Services (together, "Work Product"). Client shall own all Intellectual Property rights (as defined below) created or discovered by Client in connection with the Agreement, including for the avoidance of doubt any products of the Services and the Deliverables ("Client Developed IP"). Notwithstanding the preceding sentences, Inception shall own all Intellectual Property rights (as defined below) created or discovered by Inception in connection with the Agreement, including for the avoidance of doubt any products of the Services and the Deliverables ("Inception Developed IP"). The term "Intellectual Property" includes but is not limited to, designs, copyrights, patents, trademarks, trade secrets, ideas, inventions, improvements, concepts and other intellectual property, conceived, developed or reduced to practice by Inception in the performance of the Services. Inception will execute and deliver such instruments and take such other action as may be requested by Client to perfect or protect Client's rights in the Work Product and to carry out the assignments contemplated by this section. At any time upon request from Client and upon termination of this Agreement, Inception will deliver to Client in tangible form all materials containing Work Product, whether complete or in process.

13.2. **Licence to Pre-Existing IP.** Client acknowledges and agrees that as between Inception and Client, all Pre-Existing IP shall remain owned by Inception, and shall not be assigned to Client pursuant to the terms of this Agreement. In the event Inception uses or incorporates Pre-Existing IP into the Services or Work Product, Inception hereby grants to Client a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide right, with the right to sublicense through multiple levels of sublicensees, to use, distribute, publicly perform and publicly display in any medium or format, whether now known or later developed, such Pre-Existing IP incorporated or used in Work Product. For the purposes of

this Agreement, "Pre-Existing IP" means: any intellectual property developed by any third party or by Inception other than in the course of performing the Services for Client.

- 13.3. **Licence to Inception Developed IP.** Client acknowledges and agrees that as between Inception and Client, all Developed IP shall remain owned by Inception, and shall not be assigned to Client pursuant to the terms of this Agreement. To the extent that Inception uses or incorporates Inception Developed IP into the Services or Work Product, Inception hereby grants to Client a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide right, with the right to sublicense through multiple levels of sublicensees, to use, distribute, publicly perform and publicly display in any medium or format, whether now known or later developed, such Inception Developed IP incorporated or used in Work Product. For the avoidance of any doubt, the licence granted under this clause 13.2 does not include the right to manufacture or reproduce Inception Developed IP.
14. **Representations and Warranties.** Knowing that Client is relying upon each of the following representations and warranties both singly and collectively in choosing to contract with Inception, Inception represents and warrants to Client that:
- 14.1. **Performance.** Inception and its personnel providing Services herein are duly licenced (as applicable) qualified, experienced, and trained to perform the Services, will exercise reasonable skill and care in the performance of the Services, and will provide Services in accordance with prevailing industry standards of performance.
- 14.2. **Non-infringement.** Except to the extent of any elements provided to Inception by Client, the Work Product will not infringe in any manner any Intellectual Property Right of any third party, and all Work Product will be legal for use as intended. All elements of any Work Product (except for any elements provided to Inception by Client) will be original creations of Inception or elements which Inception can document to Client as being licenced for use in the Work Product.
- 14.3. **Authority; No Conflict.** It has the power and authority to enter into and perform its obligations under this Agreement and it is not party to, and during the term of this Agreement will not enter into, any agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude it from complying fully with its obligations hereunder.
- 14.4. **Compliance.** Inception will perform all obligations under this Agreement in conformity with all applicable laws and regulations.
- 14.5. **Deliverables.** All Deliverables will be (i) free from material defects in design (except to the extent designed by Client), material and workmanship and free of any code, program, device, method or token whose purpose is to damage or interfere with the operation of or circumvent the normal security of the software or system containing such code (other than any programming code that is incorporated for purposes of applying a software patch or distributed as part of software to ensure that the licensee uses the product in accordance with the licensing agreement); and (ii) insofar as any proprietary rights are transferred to Client: free and clear of any lien or other encumbrance, including liens of any authorised subcontractor performing Services.



15. **Indemnification.** Each of the following indemnification provisions shall apply subject to the limits set out at clause 17.7:

15.1. **Indemnification by Inception.** Inception shall keep the Client and its affiliates indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Client and its affiliates as a result of or in connection with:

15.1.1. any successful claim made against the Client for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the receipt, use or supply of the Services and Deliverables (excluding the the Client Materials), to the extent attributable to the acts or omissions of Inception, its employees, agents or subcontractors;

15.1.2. any successful claim made against the Client by a third party for death, personal injury or damage to property arising out of, or in connection with the Services and Deliverables, to the extent attributable to the acts or omissions of Inception, its employees, agents or subcontractors;

15.1.3. any claim or demand brought by any person (including any action by a government authority or a regulator) made against the Client by a third party arising out of or in connection with the supply of the Services and Deliverables, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by Inception, its employees, agents or subcontractors.

15.1.4. If Inception is required to indemnify the Client under this Clause 9, the Client shall:

- a) within, 14 days of learning of the grounds on which such claim or demand is made, notify Inception in writing of any claim against it in respect of which it wishes to rely on the indemnity;
- b) allow Inception, at its own cost, to conduct all negotiations and proceedings and to settle the claim, always provided that the Inception shall obtain the Client's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- c) provide Inception with such reasonable assistance regarding the claim as is required by Inception, subject to reimbursement by Inception of the Client's costs so incurred; and
- d) not, without prior consent of Inception, make any admission relating to the claim or attempt to settle it.

15.2. **Indemnification by Client.** Client shall indemnify, defend and hold harmless Inception and its affiliates, directors, officers, and employees against all settlement amounts and any liabilities, damages, losses, costs, fees (including legal fees), and expenses in connection with any third-party legal proceeding (including action by a government authority) to the extent arising from any actual or alleged breach by Client of its obligations with respect to Confidential Information, and an allegation that use of the Client-Supplied Materials or Client Developed IP infringes or misappropriates any third party's rights, including Intellectual Property rights. Client shall indemnify, defend and hold harmless Inception and its affiliates, directors, officers, and employees against all third party costs incurred in order to store,

dispose of and/or return any Client-Supplied Material(s), Work Product(s) and/or Deliverable(s), or otherwise comply with the Client's instructions received from time to time which are not set out in the SOW. Inception may satisfy its right to indemnification under this clause by way of set-off or deduction from any amounts paid to Inception by or on behalf of the Client under this Agreement, including, without limitation, the Deposit and any Instalment paid toward the Fees.

16. **Insurance.** Each party will obtain and maintain at its own expense and at all times during the performance of the Services, Commercial General Liability with a limit of not less than \$1,000,000.00 per occurrence. Throughout the performance of the Services and extending for one (1) year following the expiration or termination of the Agreement, Inception and each approved subcontractor shall maintain insurance policies in sufficient coverage and amounts to satisfy its obligations under the Agreement including, without limitation (i) commercial general liability insurance (including product liability and completed operations liability) with annual limits of liability of not less than one million dollars (\$1,000,000) annual aggregate; (ii) workers compensation providing statutory benefits in accordance with the laws and regulations of the applicable jurisdiction, but in any event not less than five hundred thousand dollars (\$500,000).
17. **Miscellaneous.**
  - 17.1. **Integration.** This Agreement, together with all exhibits and SOW, constitutes the entire agreement of the parties with regard to the subject matter of this Agreement, and replaces and supersedes all other agreements or understandings, whether written or oral. In the event of any conflict between this Agreement and any of the exhibits attached hereto (including any SOW), the terms of this Agreement shall govern.
  - 17.2. **Amendment; Waivers.** Any term of this Agreement may be amended or waived only with the written consent of each of the parties. Any amendment or waiver effected in accordance with this Section 17.2 shall be binding upon the parties and their respective successors and assigns.
  - 17.3. **Notices.** All notices or reports permitted or required under this Agreement will be in writing and delivered by fax transmission or private delivery service such as Federal Express, and will be deemed received by the recipient upon acknowledgment of receipt of fax transmission or upon delivery by the delivery service, or no later than 5 days after deposit with the delivery service. A copy of notices may be delivered by email. All notices will be addressed to the "Address and email for legal notices" set out in the SOW.
  - 17.4. **Assignment.** Inception may assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of Client. This Agreement will be binding upon and inure to the benefit of Inception, Client and their respective permitted successors and assigns.
  - 17.5. **Severability.** If any provision of this Agreement is held to be unenforceable under applicable law, then the meaning of such provision will be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement. The remainder of this Agreement will remain in full force and effect.

## 17.6. Liability

- 17.6.1. Nothing in this Agreement or a SOW shall limit or exclude either party's liability for:
- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - b) fraud or fraudulent misrepresentation; and/or
  - c) any other liability which cannot be limited or excluded by applicable law;
  - d) in relation to the Client, its obligations to pay the fees or charges arising out of a SOW.
- 17.6.2. Subject to clause 17.6.1, neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
- a) indirect, special or consequential loss arising under or in connection with this Agreement or a SOW;
  - b) loss of opportunity or of profit (whether direct or indirect);
  - c) loss of business or revenue (whether direct or indirect);
  - d) loss of anticipated savings (whether direct or indirect);
  - e) loss of damage or data (whether direct or indirect);
  - f) loss of goodwill (whether direct or indirect); and/or
  - g) punitive damages of any kind.
- 17.6.3. Subject to clauses 17.6.1 and 17.6.2, the aggregate maximum liability (inclusive of interest and legal and other costs) of Inception in respect of all claims arising under or in connection with this Agreement or any SOW (whether by reason of any negligence by Inception and/or any of its employees or agents, any non-fraudulent misrepresentation, any breach of contract or an express or implied warranty, condition or other term, breach of statutory duty, under the terms of any indemnity given by Inception, or otherwise) shall not in any event exceed on an annual basis, the amount of profit made by Inception under the Agreement in such year, up to a maximum amount of USD 500,000 (five hundred thousand United States Dollars).
- 17.6.4. Subject to clauses 17.7.1 and 17.7.2, and without limiting Client's obligation to pay any amount of Fees in accordance with the terms of this Agreement or any SOW, the aggregate maximum liability (inclusive of interest and legal and other costs) of Client in respect of all claims arising under or in connection with this Agreement or any SOW (whether by reason of any negligence by Client or any of its employees or agents, any non-fraudulent misrepresentation, breach of contract or an express or implied warranty, condition or other term, breach of statutory duty, under the terms of any indemnity given by Client, or otherwise) shall not in any event exceed an amount of USD 2,000,000 per year.

17.7. **Governing Law; Jurisdiction.**

17.7.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

17.7.2. Each party irrevocably agrees, for the sole benefit of Inception that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation. Nothing in this clause shall limit the right of Inception to take proceedings against the Partner in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

17.8. **Headings.** The headings and titles of the provisions of this Agreement are inserted for convenience only and will not affect the construction or interpretation of any provision.

17.9. **Representation by Counsel.** Each party hereby acknowledges that it has read this Agreement, has had an opportunity to consult with its own legal advisers, if so desired, and agrees to all its terms and conditions.

*[The remainder of this page has intentionally been left blank.]*

**EXHIBIT A**  
**FORM OF STATEMENT OF WORK**

This Statement of Work ("**SOW**") is entered into as of the date set out below as the SOW Effective Date, between Inception Worldwide Limited a company incorporated in England & Wales with company number 10553641 and its registered office at 21a Steerforth Street, London, England, SW18 4HH ("**Inception**") and the client set out below ("**Client**").

This SOW is governed by and incorporates the terms of (a) the Master Services Agreement signed by the parties after 1 January 2022, or if no such agreement has been signed, then (b) the terms set out at [•] (as applicable, the "MSA").

**1. Parties**

<b>Inception</b>	Address and email for legal notices:  Inception Worldwide Limited (Legal Department) 21a Steerforth Street, London, England, SW18 4HH info@InceptionWW.com  Designated Contact name:  Designated Contact email:  Designated Contact telephone:
<b>Client</b>	Entity name:  Registered address and company number:  Address and email for legal notices:  Designated Contact name:  Designated Contact email:  Designated Contact telephone:

**2. Term**

Unless terminated earlier in accordance with the MSA, the Term will begin on the Effective Date and expire on the later of:

- a) the End Date; and
- b) the completion by Inception of the Services and delivery of the Deliverables.

<b>SOW Effective Date</b>	
<b>Trade Show Open Date</b>	
<b>Trade Show Close Date</b>	
<b>End Date</b>	

**3. Details and specifications of Services**

Services	Performance Date

**4. Details and specifications of Deliverables**

Deliverables	Performance Date

**5. Client-Supplied Materials**

Description of Client-Supplied Materials

**6. Fees**

<b>Fees</b>	
<b>Expenses</b>	Client will reimburse Inception's expenses in accordance with the terms of the MSA.

**7. Payment**

Client will pay Inception the Fees for the work in accordance with the following payment schedule:

Instalments	Amount	Invoice Date
<b>Deposit</b>	.....	Upon execution of this SOW;
Second Instalment	.....	.....
Final Instalment	..... plus any outstanding Expenses.	Delivery on the Trade Show Open Date

## 8. Overriding Terms

The following terms shall expressly take precedence over the MSA to the extent of any conflict:

## 9. Other terms

- 9.1. All defined terms in this SOW have the same meaning as in the MSA unless this SOW expressly states otherwise.
- 9.2. All references to Services and Deliverables above are restricted to the Services and Deliverables under this SOW, and not those under the parties' other SOWs, if any.
- 9.3. The terms in the MSA will take precedence over conflicting terms in this SOW, unless the parties expressly agree in this SOW to supersede specific provisions of the MSA.
- 9.4. If you are signing on behalf of your company, you represent and warrant that you:
  - a) have full legal authority to bind your company to the Agreement;
  - b) have read and understood this SOW and the MSA; and
  - c) agree to this SOW on behalf of your company.

This SOW has been entered into on the SOW Effective Date.

*[INSERT SIGNATURE BLOCK]*