

XYZ Widgets, Inc.

Master Services Agreement

September 1st, 2015.



Headway

headway.io

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is by and between Headway, LLC, a limited liability company organized under the laws of the State of Wisconsin, ("**Headway**"), and the undersigned client ("**Client**") (each individually referred to as a "**Party**," collectively the "**Parties**"). The Agreement takes effect when it has been signed by authorized representatives of both Parties ("**Effective Date**"). If the Parties do not sign the Agreement on the same date, the Effective Date is the date of the latter signature.

WHEREAS, Client desires to retain Headway to provide certain business consulting, development, IT and other such services upon the terms and conditions set forth in this Agreement, and Headway is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. SERVICES AND DELIVERABLES

1.1. Purpose of the Engagement

Subject to the terms and conditions of this Agreement, Headway will use commercially reasonable efforts to provide to Client certain business consulting, development, IT, training, product marketing, product strategy, design, or other such services as more particularly described in a Statement of Work ("**Services**") and any such deliverables as identified in a Statement of Work ("**Deliverables**").

1.2. Statements of Work

In this Agreement, "**Statement of Work**" or "**SOW**" means any quote, online order form, trial period agreement, purchase order, invoice, or other ordering document provided by Headway to Client through which Client requests and/or acquires access to, use of, or receipt of any Services or Deliverables. Statements of Work signed by the authorized representatives of both Parties will become part of this Agreement and each fully executed Statement of Work will be incorporated by reference into this Agreement. In the event of an addition to or a conflict between any term or condition of the SOW and the terms and conditions of this Agreement, the terms and conditions of this Agreement will control, except as expressly amended for an individual SOW by specific reference to the amended provision.

1.3. Subcontractors.

Headway may, in its sole discretion, assign certain portions of the Services or Deliverables to subcontractors, employees, or a combination of the two, in order to address special needs or to meet project deadlines. Headway will provide Client with written notice prior to engaging a subcontractor to perform any Services and will remain responsible to Client for the performance of all its employees and subcontractors, as if performed by Headway itself.

1.4. Cooperation

Client shall assist Headway in the performance of its obligations under this Agreement.

1.5. Representative

If specified in the applicable SOW, Client shall make available to Headway a designated representative, who shall be authorized to make binding decisions for Client regarding the obligations which are the subject of this Agreement and Client.

2. FEES AND PAYMENT

2.1. Fees

Client shall pay Headway the applicable fees and charges associated with the Services and Deliverables as set forth in the applicable SOW ("**Fees**").

2.2. Payment

Client agrees to provide current, complete and accurate payment and account information for payment of all Fees. Client further agrees to promptly update its account and other information, including email address and credit card numbers and expiration dates, so that Headway can complete all applicable transactions.

2.3. Payment Processor

Payments made through the Headway website are processed by Headway's PCI-compliant third-party payment processor. Any such payment will also be subject to the terms and conditions of the third-party payment processor.

2.4. Materials/Expenses

If specified in the applicable SOW, Client shall reimburse Headway for all materials and reasonable, documented out-of-pocket expenses incurred in connection with the performance of its obligations under this Agreement, subject to any limitations or approvals described in the applicable SOW .

2.5. Taxes.

Client is responsible for paying all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local government or regulatory authority on any amounts payable by Client hereunder, other than taxes imposed on Headway's income.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1. Compliance

Client is solely responsible for (a) the accuracy, content and legality of all Client Data and (b) any consents and notices required to permit: (i) Client's use and receipt of the Services and (ii) Headway's access to and processing of Client Data pursuant to this Agreement.

3.2. Appropriate use

Client will not, and will not permit its users to: (a) post, upload, forward, or otherwise

transmit any file or software code which contains, facilitates, or launches viruses, worms, trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Services; (b) use the Services to upload, post, process, distribute, link to, publish, reproduce, or transmit any of the following, including but not limited to: (i) illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage or constitute an attack or "flaming" others, or criminal or civil liability under any local, state, federal or foreign law; or (ii) any information, software or content Client does not have the legal right to process or transmit.

4. OWNERSHIP AND INTELLECTUAL PROPERTY

4.1. Ownership of Deliverables

The Parties agree, subject to the terms of this Agreement, that upon full and final payment by Client for the Deliverables required by a Statement of Work and of all sums owed to Headway in connection with the performance of the Services, all documents, designs, inventions, software, data, computer documentation and other tangible materials authored or prepared by Headway for Client as the Deliverables, excluding any Headway Information as defined below, shall become the sole and exclusive property of Client. The Parties further agree that the Deliverables will be considered a "Work Made For Hire" as such term is defined under U.S. Copyright Law, excluding any Headway Information and third party intellectual property. If the Deliverables do not meet the definition of a "Work Made For Hire" under U.S. Copyright Law, then Headway hereby assigns all rights, title and interest in and to the Deliverables, including all Intellectual Property Rights therein but excluding Headway Information or third party intellectual property, free and clear of any liens, encumbrances or security interests.

4.2. Headway Information

Client acknowledges that Headway provides consulting and development services to other clients and agrees that nothing in this Agreement shall be deemed or construed to prevent Headway from carrying on such business. In particular, Client agrees that, notwithstanding anything to the contrary set forth herein: (i) Headway shall have the right to retain a copy of each of the Deliverables for its records; (ii) as part of Headway's provision of the Services hereunder, Headway may utilize proprietary works of authorship, pre-existing or otherwise, that have not been created specifically for Client, including without limitation all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information, whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, which originate from or have been, developed or purchased by Headway or by third parties under contract to Headway (collectively, the "**Headway Information**"); (iii) Headway Information and Headway's

administrative communications, records, files and working papers relating to the Services shall remain the sole and exclusive property of Headway; and (iv) Client hereby grants to Headway a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to create, use and sublicense derivative works derived from the Deliverables, so long as in doing so Headway does not use any trade-marks, logos or Confidential Information of Client or disclose Client's identity or Confidential Information of Client.

4.3. Ownership of the Headway Information

To the extent that Headway incorporates any Headway Information into the Deliverables, upon full payment of the applicable Fees, Headway hereby grants to Client a perpetual, royalty-free, irrevocable, worldwide, non-exclusive, transferable license to use, execute, reproduce, modify, revise, alter, translate, merge into other systems or software, display, perform, distribute internally or externally, sell copies of and prepare derivative works from the Headway Information (including both source and object code in respect of any software forming part of the Headway Information) as an integral part of the Deliverables provided by Headway pursuant to a Statement of Work, which may be modified, revised, altered, translated, merged, re-cast, transformed or adapted from time to time, and to authorize and sublicense others from time to time to do any of the foregoing, subject to the same terms and conditions hereunder.

4.4. Intellectual Property Rights Defined

In this Agreement, “**Intellectual Property Rights**” includes, but is not limited to, on a worldwide basis rights in: (i) patents, including patent applications, (ii) registered and unregistered copyrights and moral rights, (iii) registered and common law trademarks, service marks (whether or not registered), trade names, rights of publicity and logos); (iv) trade secrets, as defined in the Uniform Trade Secrets Act or its successor or its equivalent in applicable jurisdictions; and (v) know-how, inventions, techniques, business processes, configurations and business methods.

4.5. Client Data

Headway may have access to Client Data. For purposes of this Agreement, “**Client Data**” means any data, information or materials in any form which Client provides to Headway or to which Headway has access to when performing the Services or providing the Deliverables, including but not limited to Client Confidential Information. As between the Parties, Client is the sole and exclusive owner of all Client Data. Client grants Headway the rights necessary for Headway to access and process Client Data in accordance with the terms of this Agreement.

5. Client Data and Security Measures

5.1. Protection of Client Data

Headway will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data. Those safeguards will include, but will not be limited to, measures for preventing access, use,

modification or disclosure of Client Data by Headway personnel except (a) to provide the Services and to prevent or address service or technical problems, or (b) as Client expressly permits in writing.

5.2. Removal Client Data

Upon termination or expiration of this Agreement, in the event Headway has any Client Data, Headway shall delete all such Client Data from its systems without retaining any copies thereof.

5.3. Client Responsibilities

Client is responsible for security relating to its environment, particularly its source and destination systems, and security relating its configuration of the Services. This includes implementing and managing procedural, technical, and administrative safeguards on its systems and networks sufficient to: (a) ensure the confidentiality, security, integrity, and privacy of Client Data while in the source and destination systems; (b) protect against breaches of Client Data; and (c) follow the principle of least privilege when connecting the Services to Client's source and destination systems, especially by granting no more than read-only access to data sources. Headway will have no obligations or liability as to any loss resulting from Client's security configuration or administration of the Services.

6. RELATIONSHIP BETWEEN THE PARTIES

The Parties are entering into this Agreement as independent contractors. This Agreement is not intended to create, nor shall it be construed as creating any type of partnership, joint venture, or franchise relationship between Client and Headway. Accordingly, Headway and Client each acknowledge and agree that Headway's employees will not be treated as employees, agents or representatives of Client for any purposes.

7. OPEN SOURCE AND THIRD PARTY MATERIALS

Client hereby consents to the incorporation of free code, freeware, community source code or similar software, and third party material into the Deliverables.

8. NON-EXCLUSIVITY

Headway may perform services for other clients, provided the performance of such services does not breach the terms of this Agreement or interfere with the completion of the project for Client.

9. HEADWAY'S PERSONNEL

Headway shall have sole discretion of the identity of its personnel used to provide the Services, provided that Headway shall ensure that the personnel are in all cases suitably qualified and experienced.

10. NON-SOLICITATION

During the term of this Agreement and for a period of one year following its expiration or termination (the "**Restrictive Period**"), Client will not induce, or attempt to induce,

any employee, independent contractor, or client of Headway to cease its relationship with Headway. During the Restrictive Period, Headway will not, without the Client's prior written consent, directly or indirectly, solicit any of Client's employees to leave their employment, or attempt to solicit employees of Client, either for Headway or for any other person or entity.

11. BACK UPS

Unless otherwise agreed to in a Statement of Work, Client shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of Services and for any necessary reconstruction thereof.

12. CONFIDENTIAL INFORMATION

12.1. Confidential Information Defined

"Confidential Information" means any information or data of a confidential nature of a Party, its affiliates or a third party, disclosed during the term of this Agreement in oral, electronic or written form that the receiving Party knows or has reason to know is proprietary or confidential and that is disclosed by a Party in connection with this Agreement or that the receiving Party may have access to in connection with this Agreement. Confidential Information includes, without limitation: (i) all information clearly identified as confidential or proprietary by either Party or whose confidential nature has been made known by the applicable Party, (ii) each Party's Intellectual Property Rights, and (iii) all information that due to its character and nature a reasonable person under like circumstances would treat as confidential.

12.2. Exceptions

Notwithstanding the foregoing, Confidential Information shall not include any such information which the recipient of such Confidential Information (the **"Recipient"**) can establish (i) was publicly known or made generally available prior to the time of disclosure to Recipient; (ii) becomes publicly known or made generally available after disclosure to Recipient through no wrongful action of Recipient; or (iii) is in the rightful possession of Recipient, without confidentiality obligations, at the time of disclosure.

12.3. Disclosure

Each Party agrees that it will maintain the confidentiality of the other Party's Confidential Information for a period of three (3) years following the date of termination or expiration of this Agreement, and will do so in a manner at least as protective as it maintains its own Confidential Information of like kind but in no event with no less than a reasonable degree of care. Notwithstanding the foregoing, each party shall maintain the confidentiality of the other party's trade secrets for as long as they remain a trade secret. Disclosures of the other Party's Confidential Information will be restricted (i) to those employees with a need to know such Confidential Information in connection with this Agreement, (ii) to a Party's business, legal and financial advisors bound by a confidentiality obligation at least as protective as set forth herein; and (iii) a Party's third-party personnel bound by a confidentiality

obligation at least as protective as set forth herein, with the prior written consent of the disclosing Party. Each Party agrees not to use any Confidential Information of the other Party for any purpose other than the business purposes contemplated by this Agreement.

If a receiving Party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other Party, the receiving Party will give the disclosing Party prompt written notice of such request so that the disclosing Party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed. If disclosure is required pursuant to this Section, only the minimum amount of the disclosing Party's Confidential Information shall be disclosed by the receiving Party in order to comply with the applicable legal requirement.

12.4. Surrender of Confidential Information.

Upon expiration or termination of this Agreement, each Party shall immediately return all Confidential Information of the other Party to the other Party and shall immediately destroy any copies, notes or other works derived therefrom.

13. PUBLICITY

Headway shall be permitted to disclose in summary form the nature of the work performed for Client, provided that Headway shall not disclose or refer to any Confidential Information of the Client. Permitted disclosure hereunder may include a description of the technology utilized by Headway.

Client agrees to give rights to Headway to use its name, logo, and/or product and service names in both online and offline marketing materials.

Subject to Client's approval, should Headway desire to include a quote from Client regarding Client's use of the services, Client and Headway shall mutually agree on the language of the quote.

14. TERM; TERMINATION

14.1. Term

The term of this Agreement will commence on the Effective Date and remain in force and effect for the duration of the period specified in the applicable SOW unless earlier terminated as provided for herein ("**SOW End Date**"). If the Parties have entered into more than one SOW, this Agreement will remain in effect through the last occurring SOW End Date.

14.2. Termination for Convenience

Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice.

14.3. Termination for Cause

Either Party may terminate this Agreement for cause if the other Party fails to cure a

material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified Party will have thirty (30) days to remedy its performance, except that it will have only ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within such time period, in which case the defaulting Party will not be in breach (except for Client's payment obligations) if it used its reasonable efforts to cure the default.

14.4. Termination for Other Reasons

Notwithstanding anything specified herein to the contrary, either Party shall have the right to terminate this Agreement if the other Party (i) is dissolved or liquidated or takes any action for such purpose, (ii) becomes insolvent, (iii) is generally unable to pay, or fails to pay, its debts as they become due, (iv) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (v) makes or seeks to make a general assignment for the benefit of its creditors, or (vi) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

14.5. Effect of Termination

In the event of any termination of this Agreement or an SOW, Client will pay Headway all Fees for Services properly performed and expenses incurred up to and including the date of such termination; to the extent there are any prepaid, unused fees, Headway shall refund such Fees to Client.

15. WARRANTIES AND DISCLAIMER

15.1. Authority

Each Party represents and warrants that: (a) it has the full right, power and authority to enter into and fully perform this Agreement; (b) its entry herein does not violate any other agreement by which it is bound; and (c) it is a legal entity in good standing in the jurisdiction of its formation.

15.2. Client Warranties

Client represents and warrants that: (a) Client's and its users use of the Services and Deliverables will comply with all applicable laws and government regulations, including, but not limited to, any applicable data privacy laws and regulations, and (b) Client's use of the Services and Deliverables and Headway's processing of any Client Data shall not violate the rights of any third party or any applicable laws or regulations.

15.3. Disclaimer of Warranties

HEADWAY DOES NOT WARRANT THAT THE SERVICES OR ANY RESULTING DELIVERABLES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR DELIVERABLES. THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND HEADWAY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. HEADWAY EXPRESSLY DISCLAIMS THAT THE SERVICES OR DELIVERABLES WILL BE WITHOUT ERROR OR INVULNERABLE TO VIRUSES, WORMS OR OTHER HARMFUL SOFTWARE OR HARDWARE. CLIENT IS SOLELY RESPONSIBLE FOR TESTING ANY DELIVERABLE BEFORE USING IN A LIVE ENVIRONMENT, THE PROTECTION OF ITS DATA AND INFORMATION THROUGH INSTALLATION OF THE MOST RECENT COMPUTER VIRUS DETECTION PROGRAMS, AND THE TIMELY CREATION OF BACK-UP COPIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, HEADWAY DOES NOT WARRANT AND EXPRESSLY DISCLAIMS THAT ANY DELIVERABLE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, AND THE RESULTS OF USING THE DELIVERABLE WILL MEET CLIENT'S REQUIREMENTS. HEADWAY SHALL NOT BE LIABLE FOR ANY DAMAGE, RELATING TO THE LOSS OR DAMAGE OF DATA AND INFORMATION, NOR FOR RESTORING OF SAME, LACK OF OR INSUFFICIENT TESTING OF ANY DELIVERABLE.

16. INDEMNIFICATION

16.1. By Headway

Headway will defend or settle any claims, actions and demands brought by third parties against Client and Client's subsidiaries, affiliates, officers, directors, shareholders, employees, attorneys and agents (collectively "Indemnified Parties") where the third party expressly asserts that the Deliverables infringe such third party's trademark or copyright arising under the laws of the United States, or Headway misappropriated such third party's trade secrets in the development of the Deliverables (collectively, "**Claims**"). Client must give written notice of the Claim to Headway promptly after Client becomes aware of the Claim, and Headway's indemnity obligations will be waived only if and to the extent that its ability to conduct the defense are materially prejudiced by this failure to give notice. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by Headway, (ii) made in whole or in part in accordance with Client specifications, (iii) that are modified after delivery by Headway or combined with other products, processes or materials where the alleged infringement relates to such combination, (iv) where Client continues the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (v) where Client's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Headway to be infringing, Headway may, at its option and expense (x) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (y) obtain for Client a license to continue using the Services, or (z) if neither of the foregoing is commercially practicable, terminate this Agreement and provide Client a refund of any prepaid, unused fees for the Services.

16.2. By Client

Client will indemnify, defend and hold harmless (by counsel reasonably satisfactory to Headway) Headway and its Indemnified Parties against all liabilities, damages, fines, judgments, settlements, costs or expenses (including reasonable attorney's fees and disbursements) alleging that the Client Data or its use has infringed the rights of or otherwise caused harm to a third party, or violated applicable law; provided that in any such case Headway gives written notice of the Claim to Client promptly after Headway becomes aware of such Claim, and Client's indemnity obligations will be waived only if and to the extent that its ability to conduct the defense are materially prejudiced by this failure to give notice.

17. LIMITATION OF LIABILITY

17.1. NO CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL EITHER PARTY OR ITS AGENTS (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND SUPPLIERS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS AGREEMENT WILL LIMIT CLIENT'S LIABILITY FOR MISAPPROPRIATION OF HEADWAY'S INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE AND SERVICES.

17.2. DIRECT DAMAGES

THE AGGREGATE, CUMULATIVE LIABILITY OF EACH PARTY (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND SUPPLIERS) UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID OR PAYABLE BY CLIENT TO HEADWAY DURING THE TWELVE MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO ANY CLAIM, OR \$100 IF CLIENT IS USING A TRIAL OR BETA TEST FEATURE OF THE SERVICES.

18. MISCELLANEOUS

18.1. *Entire Agreement*

This Agreement, including any and all applicable SOWs, contains the entire agreement between Client and Headway and supersedes all prior agreements between Client and Headway regarding the subject matter contained herein.

18.2. *Modifications*

This Agreement may not be modified or terminated orally, and no modification, termination or alteration shall be valid unless in writing and signed by both Parties.

18.3. *Severability and Reformation*

If any portion of this Agreement is found to be void or deemed unenforceable for any reason, the unenforceable provision shall be deemed severed from the remaining portions of this Agreement, which shall otherwise remain in full force.

18.4. *Governing Law; Submission to Jurisdiction.*

This Agreement shall be construed and enforced in accordance with the laws of Wisconsin, without giving effect to principles of conflict of law thereof.

Each of the Parties hereto consents and agrees to the jurisdiction of the state and federal courts of Wisconsin, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein, and agrees that any dispute concerning the conduct of any party in connection with this Agreement or otherwise shall be heard only in the courts described above.

18.5. Survival

Notwithstanding termination of this Agreement by the Parties, the terms and conditions contained in this Agreement, that by their sense and context are intended to survive the performance by the Parties hereto, shall so survive the completion of performance and termination of this Agreement, including, without limitation, provisions for indemnification and the making of any and all payments due hereunder.

18.6. No Waiver

The failure of either Party at any time to require performance of any provision of this Agreement shall not constitute a waiver and shall in no way affect its right thereafter to enforce the provision.

18.7. Successors; Binding Agreement

Except as specifically provided herein, neither Party shall assign any of its rights or obligations, or this Agreement to a third party without obtaining the express written consent of the other Party hereto.

18.8. Force Majeure

Except for payment obligations herein, each Party shall be relieved from the performance of its obligations under this Agreement if, and for so long as, it is unable to perform such obligations due to circumstances beyond its reasonable control, including, but not limited to, power surges or failures, acts of God, acts or omissions of a common carrier, failure of unique suppliers to supply parts, labor disputes, regulatory restrictions, changes in law or regulation, or other acts of governmental authority (a "**Force Majeure Event**"). Where a Force Majeure Event continues beyond ten (10) days, Client will have the right to terminate the Agreement and/or any applicable Statement of Work without fees or penalties and will be reimbursed for any fees paid to Headway covering the term remaining after the effective date of termination.

Agreed and signed by the duly authorized representatives of the Parties by execution hereof.

Headway, LLC

Client: _____

Signature

Signature

Name

Name

Title

Title

Date

Date