

## Standard Service Agreement

These Standard Service Agreement (“**Agreement**”) are effective January 13, 2017, (“**Effective Date**”) by and between iStampa (“**ISTAMPA**”), having a principal place of business at 7322 South Rainbow Boulevard, Suite 131, Las Vegas, Nevada 89139, and **Client** (as defined in a valid, fully-executed Marketing Services Agreement between ISTAMPA and a purchaser of ISTAMPA services). ISTAMPA and Client shall individually be referred to as a “**Party**” and jointly referred to hereinafter as “**the Parties**.”

The Parties agree as follow:

### 1. Services

ISTAMPA shall provide Client with certain services and/or certain deliverables as listed in an applicable Marketing Services Agreement (“**MSA**”) (hereafter collectively referred to as “**Services**”).

### 2. Term

Agreement shall remain valid and govern each valid MSA until and unless the Agreement is superseded by revised terms with a new effective date after the Effective Date of the Agreement.

### 3. Payment Terms and Expenses

**A. Payment Terms.** Client agrees: (i) to pay ISTAMPA all Fees in accordance with the Payment Schedule, and all reimbursable expenses authorized, in any MSA (collectively, “**Payments**”); (ii) all Client Payments are non-refundable; (iii) Fees listed in any MSA do not include any taxes or duties; (iv) all past due Payments will bear interest at the lesser of one and one-half percent (1.5%) per month or the highest interest rate allowable under applicable law; and (v) if any invoiced Payments, taxes or duties, related to this Agreement are more than fifteen (15) days past due for payment, ISTAMPA, at its sole discretion and not in lieu of any other remedy, may cease providing Services until such time as Client is once again current in its invoiced Payments, taxes and duties to ISTAMPA (as reasonably determined by ISTAMPA). Further, Client agrees it is responsible for paying all sales, use, VAT, and any other applicable taxes however designated, other than those based on ISTAMPA’s net income, for the Services provided under this Agreement. If Client requests that any such taxes not be included in the invoice, Client agrees to (i) provide a sales tax exemption letter or its functional equivalent (“**Tax Exemption Letter**”) for the audit files of ISTAMPA prior to invoicing; or (ii) if such Tax Exemption Letter is not provided prior to invoicing, pay such taxes and file a refund on its own behalf at a later date.

Notwithstanding anything herein to the contrary, Client shall hold ISTAMPA harmless from and against all claims and liability arising from Client's delay or failure, for any reason, to pay any tax or file any return or information required by law, rule or regulation, or by this Agreement to be paid or filed by Client.

**B. Travel and Living Expenses.** If situations arise that cause ISTAMPA and/or Client representatives to agree that travel is appropriate for ISTAMPA representatives in connection with the provision of Services under any MSA, ISTAMPA will seek pre-approval from Client before incurring any such travel and living expenses. Client agrees to reimburse ISTAMPA within twenty (20) days after ISTAMPA provides Client with reasonable and appropriate expense documentation.

#### 4. Client Obligations

Client shall perform the following obligations (collectively referred to as "Client Obligations"):

**A. Primary Contact.** Client will designate and provide one (1) Client primary point of contact for each MSA, and this individual shall be Client's authorized representative working with ISTAMPA while Services are being rendered under that MSA.

**B. Personnel.** Client will provide sufficient, qualified, and knowledgeable personnel capable of: (i) performing Client Obligations set forth in this Agreement and in each MSA and making necessary and timely decisions on behalf of Client.

**C. Facility Access and Work Space.** Should ISTAMPA need to travel to Client's facility in order to render Services pursuant to an MSA, Client agrees to provide access to Client's facilities during Client's normal business hours and otherwise as reasonably requested by ISTAMPA to enable ISTAMPA to render the Services. Client also agrees to provide ISTAMPA with an adequate environment where ISTAMPA representatives can conduct work and meet with Client personnel and/or other ISTAMPA representatives as necessary.

**D. Timely Performance of Client Obligations.** Client acknowledges and agrees that ISTAMPA's ability to perform the Services is conditioned upon Client's timely performance of Client Obligations described herein, and the performance of such Client Obligations is material to ISTAMPA's ability to commence, proceed with, and successfully perform the Services.

#### 5. ISTAMPA Obligations

Subject to Client performing the Client Obligations, ISTAMPA shall perform or cause to be performed the following obligations (collectively referred to as "ISTAMPA Obligations"):

**A. Services.** ISTAMPA will provide Services to Client as described in any MSA referencing Terms in consideration of the applicable Fees which are paid in accordance with the Payment Schedule described in the MSA and in accordance with the additional payment terms in Section 3(A) above. Unless otherwise specified in an MSA or an amendment attached hereto, the Parties understand and agree that all Services described in any MSA will only be rendered by ISTAMPA in the English language.

## 6. Termination for Cause

A Party may terminate any MSA issued pursuant to this Agreement if (a) the other Party defaults under the terms, conditions and warranties of that MSA and (b) such default is not cured within thirty (30) days after written notice of default is provided to the defaulting Party at the applicable address listed in Section 13.

## 7. Work Product

Any expression of ISTAMPA's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, and other technical information that are not property owned by Client or a third party, shall be deemed ISTAMPA work product ("ISTAMPA Work Product").

ISTAMPA hereby grants to Client a perpetual, royalty-free, and nonexclusive license to use the ISTAMPA Work Product that is incorporated into the Services provided hereunder in accordance with the terms of this Agreement for its sole internal business purposes. The aforementioned ISTAMPA Work Product license does not include a license for Client to sell, sublicense, distribute, rent, lease, transfer, share, or assign the ISTAMPA Work Product to any other person, entity, affiliate, beneficiary, or contractor ("Third Party"), regardless of their relationship to Client.

To the extent Client acquires any rights in the ISTAMPA Work Product, Client hereby assigns those rights to ISTAMPA. In furtherance of the aforementioned assignment, Client agrees to take such further actions and execute and deliver such further agreements and other instruments as ISTAMPA may reasonably request to give effect to this Section 7.

## 8. Confidentiality

**A. Confidential Information.** During the course of the Parties' relationship, a party may have access to the other party's Confidential Information. The Parties agree that the term "Confidential Information" shall mean any information, technical data, or know-how, including, without limitation, that which relates to research, products, services, customers, markets, inventions, processes, designs, marketing, future business strategies, trade secrets, finances, and other nonpublic information of the disclosing Party, including the details of this Agreement. The amount and type of Confidential Information to be disclosed is completely within the sole discretion of

each Party, but in no case should such disclosure of Confidential Information by Client to ISTAMPA be less than that required for ISTAMPA to successfully render Services pursuant to this Agreement.

**B. Non-Confidential Information.** The Parties agree that Confidential Information does not include a Party's information which the other Party can establish by legally sufficient evidence: (i) was in the possession of, or was rightfully known by a Party without an obligation to maintain its confidentiality prior to its receipt from the other Party; (ii) is or becomes generally known to the public without violation of this Agreement; (iii) is obtained by a Party in good faith from a third party having the right to disclose it without an obligation of confidentiality; (iv) is independently developed by a Party without use, directly or indirectly, of Confidential Information received from the other Party; and (v) is authorized in writing by a Party to be released from the confidentiality obligations herein.

**C. Non-Disclosure.** Each Party agrees that it shall not use or permit the use of any Confidential Information of the other Party except for purposes of this Agreement, nor disclose or permit to be disclosed the Confidential Information of the other Party to any person or entity (other than its own employees, agents, representatives, or affiliated entities having a reasonable need for such information in order to provide the Services), nor duplicate any Confidential Information of the other Party which consists of computer software or documentation or other materials expressly restricted against copying or which carry the notation "Confidential," "Company Confidential," and/or "Proprietary", unless such duplication, use or disclosure is specifically authorized in writing by the other Party. Each Party agrees that a remedy at law may not be adequate to protect the other Party in the event of a threatened breach of this Section 8, and that either Party may take equitable action, including injunctive relief, to enforce this Section 8. The provisions of this Section 8 shall survive the termination or expiration of this Agreement by two (2) years. Trade secret information will remain confidential for as long as the information remains a trade secret.

**D. Legal Disclosure.** If it is reasonably necessary for the receiving Party to disclose any Confidential Information to (i) enforce this Agreement, (ii) comply with a judicial or administrative proceeding or similar process, or (iii) comply with a stock exchange rule, the receiving Party will, if permitted, provide the disclosing Party with prompt written notice so the disclosing Party may, at the disclosing Party's sole expense, seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event such protective order or other remedy is not obtained, the receiving Party will not be in breach of Section 8(C) by furnishing Confidential Information which is legally required and will exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information so disclosed, at the disclosing Party's expense.

**E. Publicity.** Upon execution of this Agreement, ISTAMPA may use Client's name and logo in its client lists, provided that ISTAMPA includes such protective legends

and/or nomenclature as may be necessary to protect Client's rights in and to its names and any trade and service marks or copyrighted materials. Other than as noted herein, neither Party may issue a press release regarding the existence or terms of this Agreement, or any services or subsequent work performed hereunder, without first obtaining written approval of the other Party (which approval shall not be unreasonably withheld).

## 9. Indemnity

**A. Client Indemnity.** Provided that Client is given prompt written notice of an alleged infringement claim and is given information, reasonable assistance, and the sole authority to defend or settle such claim, Client shall indemnify, defend or, at its sole option, settle, and hold ISTAMPA harmless against any claims that the ISTAMPA Work Product or the Services delivered to Client pursuant to this Agreement infringes any third party intellectual property. Client will not enter into any settlement that imposes any legal liability or financial obligation on ISTAMPA without ISTAMPA's prior written consent. ISTAMPA will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Client will have the right to sole control of the settlement or defense.

**B. Personal Injury Indemnity.** Each Party ("Indemnifying Party") shall indemnify and hold the other Party ("Indemnified Party") harmless against any claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the negligent or intentional acts or failure to act by the Indemnifying Party or its employees or agents while performing its obligations pursuant to this Agreement that result in death or personal injury. This indemnification obligation is contingent upon the Indemnified Party's providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and the sole authority to defend or settle such claim.

**D. Entire Liability.** THE FOREGOING PROVISIONS OF THIS SECTION 9 (NINE) STATE THE ENTIRE LIABILITY AND OBLIGATIONS AND THE EXCLUSIVE REMEDIES OF THE PARTIES, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES AND THE DEVELOPMENT AND/OR USE OF THE ISTAMPA WORK PRODUCT, OR ANY PART THEREOF.

## 10. Limited Warranty

**A. Warranty.** ISTAMPA warrants that the Services will be performed consistent with generally accepted industry standards. No specific result from provision of the Services is assured or guaranteed. Client warrants that it has full legal authority to enter into this Agreement and perform its obligations hereunder, and that no third party rights or permissions are required in order for it to do so.

Client grants ISTAMPA a license to use any materials or concepts it submits or makes available to ISTAMPA under this Agreement or any MSA, either directly or via a third party (including textual, graphical, photographic, video or other elements subject to copyright, trademark or other intellectual property protection and collectively referred to as "Work(s)").

OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, THE PARTIES DISCLAIM ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**B. Remedies.** Client's sole remedy and ISTAMPA's sole obligation in the event of a breach of the warranty contained herein is, at ISTAMPA's sole option: (i) to re-perform the Services; or (ii) to refund the amounts paid by Client for the Services which were not as warranted. This remedy is contingent upon ISTAMPA receiving written notice from Client within thirty (30) days of the completion of the Services that Client alleges were not performed consistent with the warranty in Section 10(A).

## 11. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING OR ALLEGED, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ISTAMPA DOES NOT WARRANT OR REPRESENT THAT SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE ERROR-FREE OR THAT ANY SERVICES WILL LEAD TO ANY GUARANTEED RESULTS. ISTAMPA'S LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR THE PROVISION OR NONPROVISION OF SERVICES PURSUANT TO AN MSA (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES RECEIVED BY ISTAMPA FROM CLIENT PURSUANT TO THE APPLICABLE MSA FOR THE PRECEDING TWELVE MONTHS IN WHICH AN ALLEGED LIABILITY ARISES, AND IF SUCH DAMAGES RESULT FROM SPECIFIC SERVICES, SUCH LIABILITY SHALL BE LIMITED TO FEES RECEIVED BY ISTAMPA FROM CLIENT FOR THE PRECEDING TWELVE MONTHS FOR THE SPECIFIC SERVICES GIVING RISE TO THE LIABILITY FROM WHICH THE CLAIM AROSE. THE PARTIES ACKNOWLEDGE AND AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION 11 (ELEVEN). CLIENT ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, ISTAMPA HAS COMMUNICATED TO CLIENT THAT THE FEES CHARGED FOR THE SERVICES WOULD BE HIGHER.

## 12. Independent Contractor Status

ISTAMPA performs its obligations pursuant to this Agreement as an independent contractor, not as an employee of Client. Nothing in this Agreement is intended to create or be construed

as the existence of a partnership, joint venture, or general agency relationship between the parties.

### **13. Notice**

All notices shall be in writing and sent by United States mail with return receipt, registered mail, overnight mail, or well-known courier service, delivered to the addresses indicated below, or such other address as either party may provide to the other party at least ten (10) business days prior to the date of any notice provided hereunder, unless otherwise provided in this Agreement. Notices shall be deemed to have been provided as required by this Section on the date of delivery as shown on the receipt evidencing delivery of the notice. Notices to ISTAMPA should be delivered to:

iStampa.  
ATTN: Petar Elez.  
7322 South Rainbow Blvd.  
Suite 131  
Las Vegas, NV 89139

### **14. Separate Agreements**

Client acknowledges that it may enter into multiple Statements of Work with ISTAMPA under this Agreement. Client agrees that each MSA is a separate and independent contractual obligation from any other MSA. Client shall not withhold payments that are due and payable under an MSA because of the status of any other MSA under this Agreement.

### **15. Section Headings**

The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

### **16. Survival**

The terms of Sections 3, 7, 8, 9, 10, 11, 13, 15, 16, 17, 18, and 20 shall survive the termination of this Agreement.

### **17. Severability**

If any provision of this Agreement or any MSA is held to be invalid, illegal or unenforceable, its invalidity shall not affect the remainder of this Agreement or MSA, and to the maximum extent possible, such provision shall be interpreted to give effect to the original intent of the Parties while meeting the minimum requirements for validity, legality, and enforceability.

## **18. Legal Construction**

No provision of this Agreement shall be construed against either Party by virtue of the fact of having drafted such provision. Each Party represents that it had a sufficient opportunity to consult with legal counsel and to fully consider the terms of the Agreement and negotiate the provisions of any valid, fully- executed MSA.

## **19. Waiver**

If any provision of this Agreement or an MSA is held to be unenforceable, this Agreement or an MSA shall be construed without such provision. The failure by a Party to exercise any right hereunder shall not operate as a waiver of such Party's right to exercise such right or any other right in the future.

## **20. Amendments**

All amendments to the Agreement must be in writing and executed by authorized representatives of each Party. In the event of a conflict in terms between this Agreement, any MSA and one or more properly executed amendments to this Agreement or an MSA, the order of precedence shall be from the most recently properly executed amendment backwards to the original contract document based on effective date of the document. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement or an MSA shall add to or vary the terms of this Agreement or an MSA. All such proposed variations or additions (whether submitted by ISTAMPA or Client) are objected to and deemed material unless otherwise agreed to in writing by the Parties.

## **21. Force Majeure**

Except for Client's obligation to pay ISTAMPA for Services already rendered, reimburse expenses already incurred in behalf of Client, and to pay taxes, duties, and customs fees owed in relation to the Services, each Party's failure to perform in a timely manner shall be excused to the extent caused by conditions beyond the reasonable control of the affected Party and which it could not, by reasonable diligence, have avoided. Such conditions may include but are not limited to natural disaster, fire, accidents, actions or decrees of governmental bodies, Internet or other communication line failure not the fault of the affected party, strikes, acts of God, wars (declared and undeclared), acts of terrorism, riots, embargoes, civil insurrection, acts of vendors and suppliers, and concealed acts of employees or contractor, but shall not include a lack of funds or insufficiency of resources caused by lack of funds. The Party affected shall immediately give notice to the other Party of such delay and shall resume timely performance as soon as such condition is terminated. If the period of force majeure exceeds thirty (30) days from the receipt of notice, the non-affected Party may terminate this Agreement.

## 22. General

This Agreement is made in and shall be governed by the laws of the State of Nevada, United States of America, without regard to its choice of law principles. Jurisdiction and venue shall be deemed proper in Las Vegas, Nevada, United States of America. Except for actions for non-payment or breach of ISTAMPA's proprietary rights in the ISTAMPA Work Product, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one year after the cause of action has occurred. This Agreement constitutes the entire agreement between the Parties concerning the subject matter contained herein. This Agreement replaces and supersedes any prior verbal or written understandings, proposals, quotations, communications, and representations between the Parties relating to the subject matter hereof. Nothing in this Agreement is meant to create or creates any rights, obligations, or benefits directly or indirectly to any Party not a signatory of this Agreement. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. Neither Party shall assign this Agreement or transfer its responsibilities under this Agreement, nor any interest in this Agreement, except with written consent of the other Party, which consent shall not be unreasonably withheld. The Parties agree that assignment by operation of law in the context of the sale of all or substantially all of a party's stock or assets shall not constitute an "assignment" for purposes of this prohibition.