

H.O.P.E. AquaCure Ambassador Agreement  
Version 231104

This Agreement (“Agreement”) is between:

Eagle-Research, Inc.

Mailing Address: 266 Elmwood Avenue, #422, Buffalo, New York, 14222

Heretofore known as “Company”

AND

Name: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
Heretofore known as “Ambassador” and also referred to as “You” or “Your”

**WHEREAS**, the Company is the sole owner and operator of Internet sites such as AquaCure.life, Eagle-Research.com and others to be detailed when appropriate, hereafter known as “Site”); and

**WHEREAS**, The Company has authorization to use and allow use of the logos, trademarks and copyrights owned by Eagle-Research, George Wiseman and AquaCure International; and

**WHEREAS**, the Company has created a Program that enables Ambassadors to refer people to the Site using personal recommendations or from specifically approved articles posted via Social Media, post mail, newspapers, bulletin boards, eMails, etc.; resulting in Sales and qualification for agreed consideration; and

**WHEREAS**, Ambassador desires to participate in the Program, as evidenced by this application, which application the Company may approve or disapprove, in its sole discretion; and

**WHEREAS**, The Parties agree that their continued business collaboration will depend on the Ambassador’s ability to provide referrals resulting in legitimate Sales of AquaCure by following the Agreement rules; and

**WHEREAS**, The rules in this agreement are intended to promote cooperation / collaboration and discourage competition (which hurts everyone, including the ‘brand’); and

**WHEREAS**, It is understood that the Company is engaged in World Wide advertising and developing a world wide program that is for the benefit of ALL AquaCure Manufacturers, distributors, affiliates, etc. and specifically does not want to have AquaCure representatives competing against each other online; and

**WHEREAS**, The Company is creating a consolidated and cooperative online presence that people can trust, while promoting LOCAL business development.

**THEREFORE**, in consideration of the mutual promises herein, the Parties agree as follows:

**1 DEFINITIONS:**

Capitalized terms used and not otherwise defined in this Agreement shall have the following meanings:

(a) "Sale" means the goods and/or services of the Company ordered by a Customer have been paid in full, delivered to and accepted by the Customer.

(b) "Customer" means any person or party who purchases goods or services on the Site using an Ambassador's coupon code.

(c) "Coupon Code" means the code specifically negotiated and approved by the Company, for distribution by the Ambassador to his/her for use by referees to both give them a 5% discount and determine which Completed Transaction qualifies to pay the Ambassador's commission. The Coupon Codes are prepared used to track Customers make a purchase which results in a Completed Transaction.

(d) "Ambassador" is a specific and specialized type of affiliate; specifically, one that has personal and ongoing experience using an AquaCure and complies with the rules of the Program.

Ambassador GOOD STANDING RULES:

Ambassador agrees to maintain the following rules / stipulations to qualify for and remain an Ambassador in good standing:

- 1) Must purchase and use an AquaCure to be knowledgeable about it's function and to 'have a story'. We want TRUE Ambassadors
- 2) Agree to have absolutely NO internet presence for the AquaCure, such as a website, with the exception of approved social media and/or a 'limited' web notice.  
Approved Social Media list will be in Ambassador online resources.  
Web notice on a website would be limited to a picture and an approved descriptive paragraph, including the Ambassador's coupon code and instructions and linked to Company sales funnel (no direct sales and no SEO allowed).
- 3) Ambassador will not purchase any Google Ads or SEO key words or do ANY online advertising that would cause online competition between AquaCure Ambassadors and/or increase cost of Company advertising.
- 4) All referrals will be done by the Ambassador directly. This is not a multi-level marketing program or a pyramid scheme. Ambassadors receive commissions for

their own direct referrals resulting in Sales. We want true grassroots marketing.

- 5) Must cause to be sold a minimum of 6 AquaCure a year.  
If 6 machines are not sold during annually from the “Effective Date”, the Ambassador coupon code will be deactivated or deleted and they must reapply to the Ambassador program.
- 6) Your interactions with Company and the public must be of high integrity, honest and helpful with no words or actions that would have negative effect on Eagle-Research, AquaCure or Brown’s Gas technology.
- 7) You must be willing to promote ONLY the AquaCure, no other competing Brown’s Gas or Hydrogen machine.  
If you understand and believe in the AquaCure technology there is NO reason to promote any other hydrogen or Brown’s Gas machine.
- 8) When available, You register yourself (anonymously if you wish) on the Brown’s Gas MAP
- 9) You have a fully filled out eagle-research.com and when available, an AquaCure.Life online user accounts.

Non-compliance with any of the above rules /stipulations will result in the coupon code going inactive (no more commissions) and might result in blacklisting and/or legal action (if defamation, etc.).

(e) Company and Ambassador are each referred to herein individually as a “Party” and, collectively, as the “Parties”.

(f) “AquaCure” is defined in this agreement as the WaterGas Generators (electrolyzers) built by manufacturers specifically authorized by AquaCure International to use the AquaCure trademarks and includes, when applicable, goods, products and services related to AquaCure.

(g) “Effective Date” is the date this agreement is signed by the last of both Parties.

## **2 YOUR PROMOTION AND ADVERTISING**

Use ONLY Eagle-Research and/or AquaCure ‘guidance standard’ wording and get any wording approved in writing BEFORE making it public.

Do NOT give medical or technical advice;

unless preapproved in writing, refer all technical and operational questions to support.

You shall operate and maintain your business in accordance with all applicable laws, rules and regulations.

You agree to place one or more of the approved Sales Funnel links and Your Coupon Code with any mention of AquaCure or Brown's Gas Technology.

We reserve the right to monitor your communications to determine if you are in compliance with this Agreement.

The Company is not responsible to pay any Commission in the event Your referral does not use the Coupon Code provided to you by the Company, because the referrals may not be properly tracked to reflect that a Sale came from Your Coupon Code.

### **3 COMPENSATION FOR SALES**

Once registration is approved the Ambassador will negotiate a customized discount code (to be proposed by the Ambassador) that will provide Ambassador referees a 5 percent Sale discount and then credit the Ambassador a commission , currently stipulated to be \$250.00 USD per Sale of a new AquaCure.

If the AquaCure is returned to the Company for refund, this commission shall be reversed (to be refunded to the customer) and either deducted from next Ambassador commission payment OR payable back to the Company from the Ambassador.

It is the Ambassador's responsibility to advise / convince their referee to use their Discount Code at the time of purchase. Any sales that do not have a Discount Code **at time of purchase** will not be retroactively assigned a code / commission.

Unless otherwise specifically negotiated, Commissions will be paid via PayPal on the second Thursday of every even numbered month or (because we pay the commissions 'manually') as close to that day as practicality allows.

It is the Ambassadors responsibility to set up and maintain a PayPal account that is in good standing and able to receive funds. If commissions cannot be sent via PayPal (or a mutually agreed alternative) the Company is not responsible for non-payment.

All Amounts are negotiated and payable in U.S. Dollars.

Notwithstanding the foregoing, if and to the extent you are required to file or provide certain documentation for tax and other governmental purposes, payment of the Commissions may be suspended pending completion of such documentation.

Note that payment of AquaCure commissions DOES NOT fall under USA Federal Income (excise) Tax, because these payments are not coming from a Federal Source or Privilege and thus do not qualify as 'income' under the IRS tax Code. Thus the Company will NOT be sending reports of any kind to the IRS or providing any tax reporting forms to You.

It is wise to learn about your tax laws. For USA residents I recommend reading “Cracking the Code” by Pete Hendrickson and the website <https://losthorizons.com/>. Then you’ll know enough to intelligently choose appropriate tax council.

#### **4 FULFILLMENT AND CUSTOMER INFORMATION.**

The Company is solely responsible for processing and fulfillment of all orders of goods and services on the Site, which shall be governed by the terms and conditions established by the Company in its sole and absolute discretion. All information about such orders and the Customers are the sole and exclusive property of the Company.

The Company will provide a ‘Dashboard’ in your user account with enough customer information for you to track your Commissions.

#### **5 PRIVACY**

The Company’s Privacy Policy is posted here:  
<https://eagle-research.com/privacy-policy/>

#### **6 LIMITED LICENSE RIGHTS**

You agree to place one or more of the Links associated with your Coupon Code. Links may contain logos, trademarks, service marks (collectively, “Marks”).

Pursuant to this Agreement, the Company grants you a limited, non-exclusive, non-transferable and revocable license to display the Links on the Affiliate Site, and nowhere else, subject to the terms and conditions of this Agreement.

You may not use the Links or the Marks for any other purpose absent the express written consent of the Company. You may not change, add to or delete from the Links or Marks. You may not use the Marks independently of the Links for any purpose without the Company's express written consent; and you may not use or present the Links in any manner that suggests the endorsement of or by any other goods, services, persons or entities without the express written consent of the Company.

In addition, you agree to not

- (a) acquire or attempt to acquire, register or attempt to register, make a claim to or in any way use domain names, trademarks, service marks, keywords, handles, screen names or other forms of identification incorporating the Marks; or
- (b) not to use the Marks in a way that suggests that the source of the information is the Company.

All intellectual property rights in and to the Marks, and any goodwill generated by your use of the Marks shall inure solely to the benefit of the Company.

Upon suspension of this Agreement, the rights granted herein may, in the Company's sole discretion, be suspended.

Upon termination of this Agreement, the rights granted in this section shall automatically terminate.

## **7 REPRESENTATIONS AND WARRANTIES.**

You represent and warrant that:

(a) You are legally capable and authorized to enter into this Agreement; and, if you represent an entity, all actions necessary to authorize you to enter into this Agreement have been taken.

(b) You are solely responsible for any information distributed.

(c) The information distributed shall not:

(i) depict anyone less than eighteen (18) years of age;

(ii) contain material subject to 18 USC §2257 ([Child Protection and Obscenity Enforcement Act](#));

(iii) contain any information which you know or reasonably should know is false;

(iv) contain or transmit any apps or programs that are or can be installed or downloaded to a Customer's computer or other device without the Customer's express and knowing consent as to the exact nature, purpose and function of such apps or programs;

(v) not use the Company's name or the Marks in any form of unsolicited communication, including unsolicited email (spam)

## **8 DISCLAIMERS**

The Company makes no representations or warranties as to the Ambassador's information. To the maximum extent of the law, the Company disclaims all representations, warranties and conditions, express and implied, including the warranties of merchantability, fitness for particular purpose, title and non-infringement that does not come directly from the Company in writing.

The Company's Medical Disclaimer is here:

<https://eagle-research.com/legal-medical-disclaimer/>

## **9 LIMITATION OF LIABILITY**

IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES INCLUDING BUT NOT LIMITED TO THE LOSS OF PROFITS OR BUSINESS OPPORTUNITY, EVEN IF WE HAD BEEN ADVISED OF SUCH POSSIBILITY.

IN NO EVENT SHALL THE LIABILITY OF THE COMPANY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE COMMISSIONS PAID TO YOU BY THE COMPANY.

THIS LIMITATION APPLIES TO ANY LIABILITY ARISING FROM ANY CAUSE OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES.

For purposes of this section, any reference to “the Company” shall include the Company's affiliates, officers, employees, principals, agents and contractors.

## **10 TERM AND TERMINATION**

This Agreement shall begin on the Effective Date (latest date signed by both parties) and will be re-evaluated from time to time when Ambassador program updates / upgrades occur unless terminated 14 days after notice in writing has been given by either party.

This Agreement shall commence upon the last signing by a Party and may be terminated by either Party upon written notice to the other.

If Company terminates this Agreement due to breach by You, no further Commissions shall be paid to You and Company may seek such other relief, equitable and legal, as may be available.

If You terminate, the Fees due and owing to you shall be paid as provided herein.

Regardless of who terminates, upon termination, any and all rights and licenses granted by Company to you shall immediately cease and You shall immediately stop using and remove the Links and the Marks from Your information.

If You do not adhere to the stipulations in this Agreement, You will receive a written notice (usually by email), giving You 30 days' notice that Your coupon code will no longer be valid and (if applicable) put on Blacklist.

If You rectify the issue and (if applicable) make restitution, You can then reapply to the Ambassador program with no guarantee of acceptance.

## **11 RELATIONSHIP**

(a) You are an independent contractor with respect to the Company. Nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, franchisor/franchisee or employer-employee relationship between you and the Company.

You shall not, in any manner or respect, represent, suggest or convey the impression that you are an employee or agent of the Company, or that the Company has endorsed you and/or the Affiliate site or that you represent the Company in any manner or capacity.

You have no authority to and shall not enter into any agreements or obligations purporting to be binding upon the Company.

(b) As an independent contractor, you are solely and exclusively responsible

(i) for all taxes payable with respect to income earned through the Site;

(ii) to obtain any liability, health, workers' compensation, disability, unemployment, or other insurance needed, desired, or required by law, and that you are not covered by or eligible for any insurance from the Company; and

(iii) for ensuring that you comply with any Licensing Authority's rules or practices.

## **12 CONFIDENTIALITY**

Mutual Non-Disclosure:

The Parties acknowledge that the existence and the terms of this Agreement, and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement, are all regarded as confidential information, and without obtaining the written consent of the other Party, the Parties shall not disclose any relevant confidential information to any third (3<sup>rd</sup>) parties.

You promise and agree to hold Confidential Information in strict confidence and in trust for the sole benefit of the Company, both during the term of this Agreement and at all times thereafter, and shall not use such Confidential Information for any purpose, whether or not for consideration, business or personal, other than as may be reasonably necessary for the performance of its duties pursuant to this Agreement, without the Company's prior written consent.

You shall not disclose any Confidential Information to any person or entity, other than to such of its employees or consultants as may be reasonably necessary for purposes of performing its duties hereunder and have executed agreements of confidentiality no less protective than this Agreement, without the Company's prior written consent.

You shall use not less than the same degree of care it uses to protect its own Confidential Information, but in any event not less than a reasonable degree of care. For purposes of clarity, your obligations hereunder include taking all actions necessary to ensure that your affiliates, employees, contractors and agents and any other person or



party who obtains Confidential Information from or as a result of provider abide by the terms of this section in their entirety.

Confidential Information does not include information that

- (a) is or becomes publicly known through lawful means;
- (b) was rightfully in provider's possession or part of your general knowledge prior to the effective date of this Agreement; or
- (c) is disclosed to you without confidential restriction by a third party who rightfully possesses the information (without confidential restriction) and did not learn of it, directly or indirectly, from the Company.

If you are required to disclose Confidential Information by virtue of a lawful court order, subpoena or similar legal request, you will promptly notify the Company in writing of such requirement and cooperate so that the Company may seek an appropriate protective order.

You will not use, copy, publish, distribute or summarize any Confidential Information except as necessary to carry out the activities contemplated herein.

### **13 WAIVER**

You expressly and unconditionally waive any and all claims against the Company, regardless the bases upon which such claim(s) may be made, that may be based on, arise in connection with or be related to any of the following acts, circumstances or conditions:

- (a) the Sales Site or information is partially or totally inoperative or inaccessible;
- (b) there are bugs, errors or inaccuracies in the Sales Site or information;
- (c) a suspension, termination or other action was taken with respect to your account by the Company even if such suspension, termination or other action resulted in a loss of profits to You;
- (d) any claim relating to a change in this Agreement by the Company;
- (e) withholdings, deductions or offset in connection with payment of Commissions due to applicable tax or currency control restrictions.

For purposes of this section, any reference to "the Company" shall include the Company's affiliates, officers, employees, principals, agents and contractors.

No waiver by the Company of any breach by you of any condition or provision of this Agreement shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by the Company in exercising any right, power, or privilege under this Agreement operate as a

waiver to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

You are solely responsible for the security of your Account, and the username and password associated with your Account.

You hereby waive and dismiss any claims against us and agree to indemnify, defend and hold us harmless against any unauthorized use of or access to your Account by an unauthorized person using your username and password.

You agree that any dispute you raise shall be as an individual only, not as a class or with or behalf of anyone else. You expressly waive any right to bring a class or collective action, or be a member in a class or collective proceeding. The Company may take any and all actions necessary to dismiss a class or collective actions or claims thereunder.

#### **14 INDEMNIFICATION**

The Company and its affiliates, owners, principals, officers, employees and agents shall be referred to, collectively, as “the Company Indemnitees.”

You agree to and shall indemnify, defend (with legal counsel reasonably acceptable to the Company Indemnitees) and hold the Company Indemnitees harmless from and against any and all actions, suits, claims, demands, debts, liabilities, obligations, losses, damages, costs, expenses, penalties or injury (including reasonable attorneys’ fees and costs of any suit related thereto) suffered or incurred by any of them arising from:

- (a) any misrepresentation by, or breach of any covenant or warranty of Yours contained in this Agreement or any exhibit, certificate, or other agreement or instrument furnished or to be furnished by You hereunder;
- (b) any non-fulfillment of any agreement by You under this Agreement;
- (c) any suit, action, proceeding, claim or investigation against the Company Indemnitees which arises from or which is based upon or pertaining to Your acts or omissions or conduct of business;
- (d) failure to comply with the terms of this Agreement by You or your employees or agents;
- (e) failure to comply with applicable law by You or Your employees or agents;
- (f) defamation, libel, violation of privacy rights, unfair competition, or infringement of intellectual property rights or allegations thereof to the extent caused by You or Your employees or agents;
- (g) failure to pay appropriate taxes or bills for Yourself or Your employees or agents (including withholding taxes, if any); or

(h) Your public information contains or promotes materials that infringe or violate the copyright or other intellectual property rights of any third-parties.

If any lawsuit, enforcement action or any attempt to collect on an alleged liability is filed against the Company Indemnitees, written notice thereof shall be given to You within ten (10) business days after receipt of notice or other date by which action must be taken; provided, however, that the failure of the Company Indemnitees to give timely notice shall not affect its rights to indemnification hereunder except to the extent that You demonstrate damage caused by such failure.

After such notice, You shall be entitled, if it so elects, to take control of the defense and investigation of such lawsuit or action and to employ and engage attorneys of Your own choice to handle and defend the same, at Your reasonable cost and expense.

The Company Indemnitees shall cooperate in all reasonable respects, at Your cost and expense, with You and such attorneys in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom.

You shall not, without the prior written consent of the Company Indemnitees, effect any settlement of any proceeding in respect of which the Company Indemnitees is/are a party and indemnity has been sought hereunder unless such settlement of a claim, investigation, suit, or other proceeding only involves a remedy for the payment of money by You and includes an unconditional release of the Company Indemnitees from all liability on claims that are the subject matter of such proceeding.

If You shall have an indemnification, defense and hold harmless obligation, as above provided, and shall fail to assume such obligation, then the Company Indemnitees shall have the right, but not the obligation, to assume and maintain such defense (including reasonable counsel fees and costs of any suit related thereto) and to make any settlement or pay any judgment or verdict as the Company Indemnitees, in its/their sole and absolute discretion, deem necessary or appropriate; such costs of settlement, payment, expense and costs, including reasonable attorneys' fees, to be reimbursed by You upon demand by the Company Indemnitees.

The Company may deduct or offset or withhold Your Commissions if the Company, in its sole and absolute discretion, determines that You have committed some act that is likely to result in disputes, chargebacks or damages to the Company to which the Company would be entitled to indemnification by You.

## **15 ASSIGNMENT; SUCCESSION**

You may not assign this Agreement or any of its conditions, responsibilities or Commissions.

Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, this Agreement is binding upon and will inure to the benefit of the successors, heirs and permitted assigns of the Parties.

This Agreement shall be binding upon the Parties and their successors, permitted assigns, heirs, affiliates, directors, shareholders, officers, employees and/or agents.

## **16 CHOICE OF LAW**

This Agreement shall be governed by and construed in accordance with the laws in the State of New York, without regard to its conflict of laws rules or principles.

## **17 DISPUTE RESOLUTION**

To the fullest extent permitted by law, all disputes arising out of and related to this Agreement (“Disputes”) shall be resolved by processing through three steps until resolution is achieved:

(a1) **Mediation.** Any Dispute(s) shall be submitted to mediation conducted in accordance with the rules of the American Arbitration Association. Either Party may initiate mediation by filing a request for mediation with a copy served on the other Party. Neither the attorney-client nor work product privilege shall be deemed to have been waived by any statement or disclosure made in the proceedings.

(a2) **Arbitration.** The Dispute arbitration shall be initiated and conducted pursuant to the arbitration rules of the American Arbitration Association in effect at the time the request for arbitration is made. Arbitration shall be final and binding upon the Parties. Any Party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Otherwise, no Party shall initiate or prosecute any lawsuit or administrative action in any way related to any Dispute. In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing Party, if any, the costs and attorneys’ fees reasonably incurred by the prevailing Party in connection with the arbitration. The Parties shall maintain the confidential nature of the arbitration proceeding and the award, except as may be necessary in connection with a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. Notwithstanding anything herein to the contrary, either Party shall be entitled to seek to obtain any provisional remedy, including injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect such Party’s rights and interests. Affiliate hereby consents to exclusive jurisdiction in and venue in State of New York for all proceedings arising out of this Agreement.

(a3) **Court litigation.** The parties acknowledge and consent to the exclusive jurisdiction of, and venue in, the courts of the State of New York with such courts being the exclusive jurisdiction for all disputes that relate to, or arise from, this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. In addition to the methods of service allowed under applicable law, each party consents to service of process upon it by third party commercial overnight delivery services. Affiliate hereby consents to exclusive jurisdiction in and venue in State of New York for all proceedings arising out of this Agreement.

Cost, Fees. In the event of an action based on the terms of this Agreement in which a Party incurs costs, including but not limited to attorneys’ fees, to enforce or defend its rights under this Agreement, the prevailing Party in such action shall

be entitled to recover from the other Party(ies) its costs and reasonable attorneys' fees incurred.

(b) Equitable Relief.

Each Party acknowledges that

- (i) a breach or threatened breach by such Party of any of its obligations under this Agreement would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and
- (ii) if a breach or a threatened breach by such Party of any such obligations occurs, the other Party will, in addition to any and all other rights and remedies that may be available to such Party at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from, notwithstanding anything to the contrary contained herein, any court of competent jurisdiction, without any requirement to
  - (ii)(1) post a bond or other security, or
  - (ii)(2) prove actual damages or that monetary damages will not afford an adequate remedy.

**18 WAIVER OF JURY TRIAL.**

Each of the Parties knowingly, voluntarily, and irrevocably waives, to the fullest extent permitted by law, all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of any Party in negotiation, administration, performance or enforcement of this Agreement.

**19 REMEDIES.**

All rights, remedies, undertakings, obligations and agreements contained in this Agreement or available at law, in equity or otherwise, shall be cumulative, and none shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

This Agreement shall be binding upon the parties and their successors, permitted assigns, heirs, affiliates, directors, shareholders, officers, employees and/or agents.

**20 FORCE MAJEURE.**

The Company shall not be responsible or liable for any delay or failure to fulfill any provision of this Agreement if such a delay or failure results directly or indirectly from any act of God, war, riot, insurrection, embargoes, acts of civil or military authorities, fires, floods, explosions, accidents, or any other cause beyond the reasonable control of the Company.

## **21 INTERPRETATION**

You acknowledge and agree that you had sufficient time and opportunity to have this Agreement reviewed by your legal counsel. If this Agreement is ever construed, whether by a court or arbitrator, such court or arbitrator will not construe this Agreement, or any provision hereof, against any party as drafter.

This Agreement is written in English and, notwithstanding the translation or translatability into other languages, the English language version of this Agreement shall be controlling.

The headings used herein are for convenience only and shall not be deemed to define, limit or construe the contents of any provision of this Agreement. The meanings given to terms defined herein will be equally applicable to both the singular and plural forms of such terms. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms.

## **22 COUNTERPARTS**

This Agreement may be executed in counterparts, via any means (including facsimile and e-mail), all of which shall be effective, but when taken together shall comprise one agreement.

## **23 SEVERABILITY**

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part found, and not the entire agreement, shall be considered invalid.

If any provision of this Agreement is unenforceable under any applicable law or is held invalid, such holding shall not affect any other provision hereof, and the defective provision shall, if applicable law permits, be modified and interpreted in a manner that it is enforceable.

Otherwise, the offending term or provision shall be omitted and not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

## **24 AMENDMENTS**

The Company may modify or amend the terms of this Agreement at any time by posting such changes on the Site and/or notifying you by email.

No such amendment shall be effective until at least thirty (30) days after the posting or email notice, whichever occurs first.

Notwithstanding any modification, the rights and obligations of the Parties relating to the consideration to be received hereunder and any fees to be charged as between Parties as to any occurrence prior to the effective date of such modification shall remain unchanged by any such modification.

## **25 NOTICES**

Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered in Person or sent by registered or certified mail (return receipt requested) or nationally recognized overnight delivery service, postage pre-paid, or to such other address as such Party may notify to the other Parties in writing as per the addresses given on the Signing Page:

Notices, demands or requests which we or you are required or desire to give the other hereunder shall be deemed to have been properly given for all purposes if

- (a) hand-delivered to the Party's notice address,
- (b) delivered to a nationally recognized overnight courier such as FedEx, UPS or DHL to its addressee at such Party's notice address, or
- (c) delivered via eMail with acknowledgment required.

Each such notice, demand or request shall be deemed to have been received upon the earlier of

- (i) actual receipt or refusal by the addressee if hand-delivered in accordance with clause (a) or (b) above, or
- (ii) the date and time of transmission if sent during business hours in accordance with clause (c) above.

The Parties shall notify the other of any change in address, which notification must be at least two business days in advance of it being effective. Notices may be given on behalf of any Party by such Party's legal counsel.

For a notice to be valid and effective, an email copy of such notice shall be sent concurrently to the addressee's email. An email notice alone shall be sufficient upon acknowledgment of receipt by the recipient or the recipient's reply to such email, direct or indirect.

## **26 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between Parties hereto with respect to the subject matter contained in this Agreement and supersedes all prior agreements, understandings, and negotiations between parties.

This Agreement sets forth the entire agreement and understanding between you and the Company relating to the subject matter hereof and thereof and supersedes any prior or contemporaneous discussions, agreements, representations, warranties and other communications between you and the Company, written or oral, to the extent they relate in any way to the subject matter hereof.

