

## **MASTER SERVICE AGREEMENT**

This Master Services Agreement ("Agreement") is entered into by and between EBISS, INC. ("EBISS") and the undersigned Customer ("Customer") and is effective on the date of execution on both parties. EBISS and Customer are referred to singly as "**Party**" and jointly as "**Parties**" throughout this Agreement.

It is the Parties intent to be bound by the terms set forth in this Agreement.

### **PART 1 – TERMS AND CONDITIONS**

#### **1A) AGENCY RELATIONSHIP**

This Agreement forms an agency relationship wherein Customer retains EBISS as its agent to arrange transportation services and provide logistics assistance. These services include, but are not limited to: procurement of tradeshow booths, booking show services, preparing and/or processing export declarations and carnets; providing and/or arranging customs brokerage services; booking, arranging for, or confirming cargo space; preparing and/or processing delivery orders or dock receipts; preparing and/or processing bills of lading; arranging for and/or providing crating, packing, unpacking, and warehouse storage; arranging for cargo insurance; handling freight or monies advanced by shippers, or remitting or advancing freight or monies or credit in connection with the dispatching of shipments; and assisting with letters of credit, licenses, or inspections, or other documents or issues relating to the dispatch of cargo. Services may be detailed in Statement of Work.

Customer understands that EBISS it is not a carrier, but that EBISS will use its best efforts to select and engage responsible carriers, warehousemen, and other transportation intermediaries on behalf of Customer. Customer understands that the terms and conditions of the storage receipts of warehousemen, and contracts of carriage of air, land and/or ocean carriers that EBISS retains will apply to Customer as if Customer had entered into those contracts itself. In certain circumstances, EBISS may provide warehouse services, ocean carriage in its capacity as a freight forwarder, air carriage in its capacity as an Indirect Air Carrier, and provide for the pickup, consolidation, line haul, break bulk, and distribution of less-than-truckload shipments as a freight forwarder. In such instances, the terms of EBISS's bill of lading or warehouse receipt will apply as if it had been issued to Customer.

#### **1B) LIMITATION OF LIABILITY FOR LOSS, DAMAGE, OR DELAY**

EBISS shall not be liable for any loss, damage, or delay to goods caused by a carrier or warehouse. EBISS may provide a preliminary notice of claim on Customer's behalf for loss, damage, or delay against a carrier or warehouse on behalf of Customer, but recovery on such claims will be limited by the terms of the underlying contracts of carriage or storage. For domestic air transportation, truck transportation, and warehousing, liability for damage is limited to \$0.50 per pound or \$40 per article, or as stated by the contract of carriage or storage, whichever is less. For international air transportation, damage is limited to 19 Special Drawing Rights per kilogram or as is provided for in applicable international conventions. For carriage by water, damage is limited to \$500 per package or customary freight unit.

EBISS shall not be liable for any loss, damage, or delay to goods caused by acts of God, public authorities, strikes, labour disputes, weather, mechanical failures, civil commotion, acts of terrorism, hazards incident to a state of war, acts or omissions of customs, or defects in the goods being shipped. EBISS will not be liable for any punitive or exemplary damages nor any special, incidental, or consequential damages including lost income, profits, interest, or loss of market whether EBISS may have had knowledge that such damages might be incurred.

UNLESS OTHERWISE SPECIFIED, IT SHALL BE PRESUMED THAT THE VALUE OF CUSTOMER'S GOODS DOES NOT EXCEED \$0.50 PER POUND OR \$40 PER ARTICLE, WHICHEVER IS LESS, AND CUSTOMER AGREES THAT EBISS'S LIABILITY FOR ANY LOSS, DAMAGE, OR DELAY TO THE GOODS RESULTING FROM EBISS NEGLIGENCE OR OTHER FAULT, IF ANY, WILL BE LIMITED BY THIS PRESUMPTION. CUSTOMER HAS THE OPTION OF PAYING ADDITIONAL FEES TO PROCURE INSURANCE COVERAGE FOR PHYSICAL LOSS OR DAMAGE IN EXCESS OF THESE LIMITS BY INITIALING THE "I DO" SPACE IN 1B BELOW AND DECLARING THE ACTUAL REPLACEMENT VALUE OF THE GOODS IN ACCORDANCE WITH THE TERMS OF PARAGRAPH 1B BELOW. CUSTOMER IS ENCOURAGED TO PURCHASE FREIGHT INSURANCE OR TO INSTRUCT EBISS TO PURCHASE FREIGHT INSURANCE ON ITS BEHALF IF THE AFORESAID LIMITATIONS POSE UNACCEPTABLE RISKS TO THE CUSTOMER. EBISS WILL ONLY HONOR INSURANCE CLAIMS WHEN FEES ARE CHARGED ON AN INVOICE AND PAID TO EBISS FOR INSURANCE COVERAGE ON THE SHIPMENT IN WHICH THE CLAIM OCCURRED.

### **1B) INSURANCE COVERAGE; DECLARATION OF VALUE FOR INSURANCE PURPOSE**

EBISS may offer marine / transit insurance (with exception to vehicles). However, EBISS is not required to and may decline to procure insurance coverage at its discretion. For insurance cover to be effective, insurance must be invoiced, and paid, per the Statement of Work executed OR Customer must provide written instruction and/or request insurance cover on our 'order form' prior to commencement of work. If the customer chooses not to take insurance via EBISS, Customer bears full responsibility to take out the necessary insurance. For Artwork shipments, we may decline to provide insurance if we are not able to pack, transport and unpack.

Customer shall be liable to pay the all fees in order to procure insurance requested by the Customer and initialled below. EBISS's fees will include fees for the insurance covering physical loss or damage with a deductible of USD350 per shipment. EBISS reserves the right to increase deductible and will advise Customer for shipments valued above \$100,000. If Customer wants insurance in excess of EBISS' limit of liability or insurance for actual replacement value, Customer shall inform EBISS in writing of the actual replacement value of each shipment it wishes to insure prior to the date of shipment. Failure of Customer to so advise EBISS shall result in no insurance coverage.

FAILURE TO REQUEST INSURANCE AND PAY FOR INSURANCE WILL RESULT IN NO INSURANCE COVERAGE. FAILURE TO INITIAL BELOW WILL RESULT IN NO INSURANCE BEING PROCURED.

Insurance must be requested in writing at the time of order.

### **1C) CUSTOMER WARRANTIES; INSPECTION OF SHIPMENTS**

Customer warrants that it is either the owner of the goods being shipped or represents the owner of the goods in all respects and is authorized to enter into this agreement on behalf of the owner of the goods. Customer warrants that the goods are properly marked, addressed, and packaged to withstand any contemplated method of transport. Customer warrants that it shall not tender to EBISS any shipment containing explosives, destructive devices, or hazardous material for transport, handling, or storage.

Customer shall comply with all applicable laws and government regulations of any country to, from, through or over which its goods may be carried, including those relating to the packing, carriage, or delivery of the goods, and shall furnish such information to EBISS as may be necessary to comply with such laws and regulations. Customer consents to an inspection of the cargo and agrees that EBISS, is able to inspect, through physical or any other means, any shipment tendered to EBISS for transport, handling, or storage, including shipments in sealed packaging.

Customer warrants that it shall consider EBISS's Customer Supply Chain Security Recommendations. EBISS has the right to reject and return to Customer at Customer's expense, any shipment tendered to it in violation of Customer's warranties as set forth herein. Customer shall make no claim nor, bring suit against EBISS or any person or entity acting on behalf of EBISS arising from any loss, damage, or delay caused by an inspection. Customer shall hold EBISS harmless from and shall defend and indemnify EBISS against any loss, damage, claim, or suit arising from any breach of the customer's warranties as set forth herein.

#### **1D) PROMPT NOTICE OF LOSS, DAMAGE, OR DELAY REQUIRED**

Customer agrees to inspect its shipment upon delivery and give prompt notice of any loss or damage within 3 days of delivery for air or ground shipments and within 2 days of delivery for ocean shipments. Any oral notice of claim must be followed by written notice of claim. Customer agrees that EBISS will not be held responsible for any loss or damage if written notice of damage is not provided to EBISS within 10 days of delivery or in the event of loss within 15 days of when the goods should have been delivered. Customer agrees to monitor its shipment and to immediately give notice in writing to EBISS of any delay. Any notice of delay must be made in writing no later than 5 days after the Customer's anticipated date of delivery. Customer agrees that notification of delay does not invalidate EBISS's limitation of liability set forth in paragraph 1A above.

#### **1E) PAYMENT OF INVOICES REQUIRED BEFORE CONSIDERATION OF CLAIMS**

Customer agrees that EBISS has no obligation to consider claims or to assist Customer in the filing of such claims against carriers or warehousemen on behalf of Customer if Customer has not paid EBISS's fees for insurance coverage and EBISS's invoices in full for the shipments in which claim arose.

#### **1F) EBISS GIVEN A LIEN ON INSURANCE PROCEEDS**

Customer agrees that EBISS shall have a lien in the amount of any unpaid invoices on any insurance proceeds issuing, as a result of loss, damage, or delay to Customer's goods.

#### **1G) CLAIMS EXPIRE AFTER ONE YEAR**

Customer agrees that any claims and/or lawsuits brought against EBISS must be commenced within one year from the date of this agreement or after completion of the services performed under a Statement of Work, whichever is later. In the event of delay or non-delivery, the scheduled delivery date shall be deemed as the day on which services were completed for purposes of computing the one-year time limit.

### **PART 2 - PAYMENT TERMS AND CREDIT AGREEMENT**

#### **2A) PAYMENT GUARANTEED BY CUSTOMER**

Customer guarantees payment per the terms of the Statement of Work. Customer further acknowledges that despite EBISS's best estimate costs may vary slightly based on items outside of EBISS control. EBISS agree to inform Customer promptly about any increase in costs and seek approval of such additional costs.

#### **2B) CUSTOMER BEARS RISK OF FOREIGN EXCHANGE FLUCTUATIONS**

Estimates of fees for EBISS's services may have been provided using exchange rates then in effect. Actual charges will reflect the currency exchange rate at the time the invoice is issued. Customer agrees that all payments shall be made in the invoiced currency.

#### **2C) TERMS OF PAYMENT; CREDIT TERMS; SERVICE FEES ACCRUE ON LATE PAYMENTS**

Invoices shall become payable in full within 15 days of the date of the EBISS invoice. Receipts for payment will be issued only upon request. Customer agrees to pay EBISS's invoice(s) in full prior to first shipment date or COD, whichever date comes first, unless otherwise agreed to in writing by EBISS, and except where payment in advance is required by a carrier. For any payments not received within 15 days of the payment due date, Customer agrees that EBISS will be entitled to late fees of 1 ½% of the outstanding amount for each month or fraction thereof from the invoice date.

#### **2D) EBISS ENTITLED TO ATTORNEY'S FEES INCURRED IN COLLECTION**

Customer shall be responsible for all EBISS' reasonable attorneys' fees, costs and other expenses in enforcing the terms of this agreement, including such fees and costs incurred prior to filing of lawsuit.

## **2E) EBISS GIVEN A LIEN ON GOODS FOR UNPAID CHARGES**

Customer and consignee, holder, or assignee on any bill of lading shall be jointly and severally liable for all unpaid fees for services provided under this Agreement. When EBISS is instructed to collect charges from any person or entity other than Customer, Customer shall remain liable for the charges and interest if EBISS is not paid.

EBISS SHALL HAVE A LIEN ON ANY GOODS SHIPPED UNDER THIS AGREEMENT FOR FAILURE TO PAY FEES ON CURRENT AND PRIOR SHIPMENTS, REGARDLESS OF CREDIT ARRANGEMENTS, OWED BY THE CUSTOMER, CONSIGNEE, HOLDER, OR ASSIGNEE ON ANY BILL OF LADING. CUSTOMER AGREES THAT EBISS'S LIEN CONTINUES IN EFFECT AFTER THE GOODS ARE DELIVERED AND UNTIL ALL CHARGES ARE PAID. Customer agrees to sign any notice of a security interest whether in the form of a UCC-1 or other form requested by EBISS. Customer appoints EBISS as its attorney-in-fact to sign any such notice on Customer's behalf in the event Customer fails to sign it immediately upon EBISS's request.

## **2F) CONSENT TO RECEIVE CREDIT INFORMATION**

Customer authorizes EBISS to obtain credit reports on Customer and any representatives listed in Customer's Customer Agreement for Services and Credit, and obtain credit and funding information from Customer's bank or other references. It is understood that any such credit information will be held in strict confidence and used only for EBISS's business purposes. Customer further agrees to supply such additional information as may be required by EBISS to warrant future extensions of credit or to enable EBISS to perfect liens or to recover upon any bond issued.

## **2G) DUTIES AND TAXES**

Customer acknowledges that Customer is solely responsible for collecting, reporting, and paying any, and all sales taxes, use taxes, excise taxes, customs duties, and all other assessments on Customer's goods, regardless of the role(s) undertaken by EBISS on behalf of Customer and as may be required by applicable laws or as imposed by any governmental authorities. In the event a governmental authority imposes a tax, customs duty, or other assessment against EBISS regarding Customer's goods, Customer shall promptly acknowledge and pay Customer's obligation hereunder to the governmental authority and shall defend, hold harmless and indemnify EBISS against such action and assessment.

## **PART 3 -SPECIAL POWER OF ATTORNEY**

Customer specifically grants EBISS Power of Attorney for US Customs Import Power of Attorney. Customer specifically grants the following export power of attorney: POWER OF ATTORNEY GRANTED BY CUSTOMER AS U.S. PRINCIPAL PARTY IN INTEREST TO AUTHORISED AGENT FOR EXPORT SHIPMENTS. Customer referred to as US principal party in interest ("USPPI"). EBISS shall act on behalf of and as the true and lawful agent and attorney of the USPPI and for, and in the name, place, and stead of the USPPI, from this date, in the US either in writing, electronically, or by other authorised means to: act as authorised agent for export control, US Census Bureau reporting, and USs Customs and Border Protection purposes: prepare and transmit any Electronic Export Information (EEI) or other documents or records required to be filed by the US Census Bureau, US Customs and Border Protection, US Department Commerce-Bureau of Industry and Security, or any other US Government agency: perform any other act that may be required by law or regulation in connection with the exportation or transportation of any goods shipped or consigned by or to the USPPI and receive of ship any goods on behalf of the USPPI. The USPPI hereby certifies that all statements and information contained in the documentation provided to the authorised agent and relating to exportation is and will be true and correct. The USPPI understands that civil and criminal penalties may be imposed for making false or fraudulent statements for the violation of any US laws or regulations on exportation. Customer shall hold EBISS harmless from and shall defend and indemnify EBISS against any action or assessment by a governmental authority arising from any breach by customer of customer's export compliance obligations. This power of attorney is to remain in full force and effect until revocation in writing is duly given by the USPPI and received by the authorised agent.

## **PART 4 – TERM OF AGREEMENT AND TERMINATION: LEGAL JURISDICTION**

### **4A) TERM OF AGREEMENT AND TERMINATION**

This Agreement is effective upon execution by both parties. Part 1, Part 2, and Part 4 shall survive termination of this Agreement for any reason. This Agreement shall remain in effect until cancelled by either party upon thirty days' written notice to the other party. If Customer terminates this Agreement, Customer agrees to pay EBISS's fees for all services and expenses incurred up to the point of termination forthwith upon issuance of EBISS's invoice. EBISS has the right to immediately terminate this Agreement upon breach of the agreement by Customer for failure to pay EBISS's fees. The Parties agree that a scanned, electronic, or faxed signature will be as equally binding as an original signature on these Terms and Conditions of Service and any other EBISS Cargo documents.

### **4D) THIS FORM IS THE ENTIRE AGREEMENT AND SUPERSEDES CONTRARY ORDERS**

These terms comprise the entire agreement between Customer and EBISS. If the terms of this Agreement differ in any material way from the terms of Customer's order or other documents issued to EBISS, the terms of this Agreement shall take precedence over the terms of any such order or documents. However, terms specified in the Statement of Work that differ from this Agreement, shall be operable.

Due to the extent of countries EBISS provides services through, Customer understands that the terms and conditions under which EBISS's services are provided are subject to change. Customer is advised to take note of the most current terms and conditions which are posted on EBISS's web site and which are also available to Customer upon request.

## **PART 5 – MISCELLANEOUS**

5.1 Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Illinois and any disputes arising from this agreement shall be litigated in the county of Cook, Illinois.

5.2 Duplicate Originals: This Agreement may be executed in duplicate originals or counterparts, each of which shall be deemed an original and any one of which shall constitute but one and the same agreement. This Agreement and the Parties' corresponding signatures may be executed electronically and transmitted to any Party by fax or e-mail, which shall be deemed to be and utilized in all respects as an original, manually executed document.

5.3 Authority: Each signatory represents to the other that it has the necessary power and authority to execute and deliver this Agreement, individually, or in the capacity in which such Party executes this Agreement, and that this Agreement and the transactions contemplated herein, as well as the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, where applicable, including without limitation any action which may be required on the part of the directors, officers, and members of the corporation.

5.4 Photography Consent. Customer will permit EBISS or its representatives to photograph the project. EBISS will be entitled to use photographs for its business purposes including website, social media, and design competitions.

5.5 NO WAIVERS, CUMULATIVE REMEDIES. A party's failure to insist upon strict performance of any provision of this Licensing Agreement is not a waiver of any of its rights under this Agreement.

5.6 Entire Agreement: This Agreement, and Statement(s) of Work attached hereto, constitute the entire agreement of parties.

5.7 Force Majeure. Neither party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent that such delay or failure is caused by strikes, unavoidable work stoppage, fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding if a party's performance is delayed for a period exceeding thirty (30) days

from the date the other party receives notice under this paragraph, the non-affected party will have the right without any liability to the other party, to terminate this agreement.

5.8 Severability: If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.