



SERVICE AGREEMENT
Updated: July 24, 2020

This agreement (“Agreement”), with an effective date of _____ (“Effective Date”), is made by and between Pietryla PR & Marketing, Inc. (“PRM”) and _____ (hereinafter the “CLIENT”) having offices located at _____ (Collectively “Parties”).

Where the CLIENT desires to utilize the services of PRM, and specifically, its consulting services regarding certain public relations, investor relations and/or marketing services; and where PRM desires to render such services. Therefore, in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

Accountability.

PRM shall render certain public relations and/or marketing services, at the request of the CLIENT, in an effort achieve the CLIENT’s public relations, investor relations and marketing objectives.

Such objectives and services shall be discussed and developed jointly and in advance by the Parties during status meetings (“Status Meeting”).

For retainer/monthly clients, a Status Meeting shall be held at least every fifteen (15) business days, but no more than every five (5) business days, via teleconference.

For one-time project clients, a Status Meeting shall be held at the beginning of the project with regular e-mail updates. The timing of Status Meetings are subject to change based on CLIENT feedback.

During each Status Meeting, PRM shall provide activity updates, discuss any changes to CLIENT’s objectives since the last Status Meeting, and discuss estimated upcoming fees and costs/expenses. At least one (1) business day prior to each Status Meeting, PRM shall provide to CLIENT, via e-mail, an agenda and request for documents, material, and information that the CLIENT shall provide to PRM in advance of the upcoming Status Meeting.

At least five (5) business days after each Status Meeting, PRM shall provide to the CLIENT, via e-mail, a summary of the Status Meeting including agreed upon upcoming public relations and/or marketing objectives, reasonably estimate fees and costs/expenses, and a reasonable estimate possible outcomes and results from those objectives.

PRM shall not be required to render a minimum amount of time in any given month and the CLIENT may limit the amount of time rendered by PRM in any given month.

The CLIENT understands and acknowledges results may and do vary and as such PRM does not make any guarantees as to the results and outcome obtained as it relates to PRM's services and this Agreement.

Core PR, IR and Marketing Services.

Core Services rendered by PRM shall be on an as-needed basis and as discussed and agreed upon in advance during Status Meeting(s), and shall include, but not necessarily be limited to:

- Media relations services relating to the CLIENT's objectives.
- Maintaining a media database and article placement reports to capture reporter data, placement information and media results.

Responding to media inquiries.

Attending and providing media relations and marketing support on behalf of the CLIENT at relevant events, either remotely or in person at PRM's sole discretion, including travel and attendance to/at media events (specific billable time and costs/expenses regarding travel will be agreed upon in advance of any trip).

Providing activity audits or comprehensive marketing analysis.

Providing tactical public relations and marketing plans to be carried out by PRM and/or CLIENT in an effort achieve the CLIENT's public relations and marketing objectives. This agreement does not require CLIENT to hire PRM to complete the activities proposed in tactical plans.

Client understands that the cost and results obtained through Core Services may and do vary and all estimates and prediction of results to be obtained from Core Services are good faith estimates in advance of providing any Core Services. As such, the CLIENT acknowledges that costs and results obtained may and do vary and as such PRM does not make any guarantees as to the final costs, results and outcome related to the Core Services.

Additional Services.

PRM shall provide services not specifically detailed in Core Services ("Additional Services"). Additional Services shall be discussed and approved in advance during a Status Meeting and confirmed in writing after the Status Meeting as per Section 1 of this Agreement. They shall include, but not necessarily be limited to: activity and department audits, social media planning and execution, online marketing, marketing automation, email marketing and CRM set up and maintenance, website planning, copywriting and development, SEO planning and development, reputation management, crisis communications, project management, graphic design, investor relations.

Client understands that the cost and results obtained through Additional Services may and do vary and all estimates and predication of results to be obtained through Additional Services are good faith estimates in advance of providing any Additional Services. As such, the CLIENT acknowledges that costs and results obtained may and do vary and as such PRM does not make any guarantees as to the final costs, results and outcome related to the Additional Services.

Freelance Writing Services.

Writing Services rendered by PRM shall be on an as-needed basis and as discussed and agreed upon in advance during Status Meeting(s) and confirmed in writing after the Status Meeting as per the "Accountability." section of this Agreement. Writing Services shall include, but not necessarily be limited to: Blog posts, social media posts, brochures, marketing copy, website copy not related to a media relations activity, speeches or presentations not related to a media relations activity, and any research conducted in order to provide the Writing Services ("Writing Services").

Client understands that the cost and results obtained through Writing Services may and do vary and all estimates and predication of results to be obtained through Writing Services are good faith estimates in advance of providing any Writing Services. As such, the CLIENT acknowledges that costs and results obtained may and do vary and as such PRM does not make any guarantees as to the final costs, results and outcome related to the Writing Services.

Fees and Billing.

Core Services shall be billed at \$150.00 per hour (in 0.25 hour increments). Projects can be billed at a flat fee determined and agreed upon in advance.

In all cases, additional Services shall be billed per an hourly rate per discussions between the parties, agreed upon in advance, and confirmed via e-mail as per per the "Accountability." section of this Agreement.

Writing Services shall be billed at \$150.00 per hour (in 0.25 hour increments) plus \$0.50 per word of the final version of any Writing Service where the word-count shall be per Microsoft Word "word counter".

Non-billable time includes up to one (1) hour per month for Status Meetings, general time keeping and billing related paperwork, and Status Meeting e-mails referenced above. Time in excess of one (1) hour for status meetings is billed at \$150.00 per hour (in 0.25 hour increments).

The CLIENT shall reimburse PRM for all costs/expenses incurred by PRM on behalf of the CLIENT ("Expenses"). Expenses include, but not necessarily limited to: postage, copies, reimbursement for reasonable travel/lodging expenses as agreed upon in advance, minimum expenses necessary to render any services, any other costs/expenses as per a Status Meeting.

Further, any anticipated Expenses of more than \$250.00 shall be approved and paid in advance by the CLIENT. At the CLIENT's request, PRM shall provide receipts of Expenses incurred on behalf of the CLIENT where any Expenses not supported by receipts shall be invoiced according to the Internal Revenue Service's income tax guidelines. Invoices are processed every two weeks and are due upon receipt unless otherwise specified.

Retainer.

Monthly or ongoing hourly CLIENTs shall deposit with PRM a retainer of \$600 upon the

execution date of this Agreement where said retainer shall be applied by PRM towards upcoming Fees and/or Expenses as defined by the Agreement discussed in Section 1. During each invoicing cycle, PRM reserves the right to request that the CLIENT increase the retainer amount and/or ask that the retainer amount be replenished.

The CLIENT acknowledges that all service Fees and Expenses become owed CLIENT to PRM (and due upon receipt of an invoice) once any such service is rendered or Expenses incurred. As such, the CLIENT is obligated to pay service fees and reimburse for all Expenses regardless of results obtained for the services and regardless of whether the CLIENT at a later date chooses not to use/apply/implement any service rendered by PRM.

Modifying of Services Requested.

The CLIENT and PRM both have the right to modify, reject, cancel, or stop any particular service being rendered with notice to the other party soon as possible and with confirmation of receipt of notice by the other party. In the event that the scope of the services changes, or if the CLIENT desires Additional Services or Written Services, the CLIENT agrees to provide PRM with a revised budget, a written summary of new or changed expectations, or an additional budget, as appropriate. However, it is expressly understood that CLIENT is responsible for all Fees and Expenses incurred prior to providing the above receipt by PRM of the above notice.

Invoice.

PRM shall e-mail the CLIENT an invoice, where the invoice will reflect fees for services ("Services Fees") and Expenses. If CLIENT requests billing in another currency other than US dollars, the exchange rate on the day of invoice will apply.

The CLIENT agrees that Service Fees are due upon receipt of an invoice where any payments received by PRM within ten (10) business days from date of the invoice shall not be deemed late. Invoices paid after ten (10) business days from date of invoice shall be deemed late and after thirty (30) business days shall incur a fee of 1.5%, compounded daily.

To the extent that the CLIENT disputes any portion of an invoice, the CLIENT must provide PRM written notice of such dispute with the reasoning for such dispute in writing within five (5) business days from the date of the invoice, otherwise, the CLIENT waives any claim with respect to such dispute.

Indemnification by the CLIENT.

The CLIENT shall be responsible for the accuracy, completeness, and propriety of information, statements, materials, and ownership rights (including any intellectual property therein) concerning its organization and for its products or services in connection with PRM's services. CLIENT shall defend, indemnify, and hold PRM harmless from and against any liabilities, actions, claims, damages, judgments, or expenses, including attorneys' fees and costs, that arise out of, or relate to, any claim by any third party for: (i) any act or failure to act by the CLIENT in connection with this Agreement; (ii) statements made by the CLIENT or PRM at the CLIENT's direction or based upon information, statements, and materials (including any intellectual property therein) provided by the CLIENT; (iii) the CLIENT's negligence or willful conduct; (iv) any infringement or misappropriation of intellectual property rights of others based on

information, statements, and materials (including any intellectual property therein) provided by the CLIENT or by PRM at the CLIENT's direction.

Indemnification by PRM.

PRM shall defend, indemnify, and hold the CLIENT harmless from and against any liabilities, actions, claims, damages, judgments, or expenses, including attorneys' fees and costs, that arise out of, or relate to, any claim by any third party for: (i) any act or failure to act by PRM in connection with this Agreement; (ii) PRM's negligence or willful misconduct in performing services under this Agreement.

Terms and Termination of Agreement.

This Agreement begins on the Effective Date for a term of one cycle month (e.g., if the effective date is on the 15th, then the last day of the cycle month is the following 14th) and shall automatically renew at the end of each one-month cycle.

Either party may terminate this Agreement for any reason by providing the other party with at least five (5) days written notice prior to the end of a cycle month. Further, a party may terminate this Agreement upon five (5) days written notice to the other party for any material breach, including non-payment of any invoice.

Upon expiration or termination of this Agreement, the respective rights, duties, and responsibilities of the parties shall continue in full force and effect during the notice period and the CLIENT will continue to be obligated to pay PRM's services fees and Expenses incurred through the termination date.

Upon expiration or termination of this Agreement, the CLIENT shall assume PRM's liability, and reimburse PRM for, any existing non-cancelable contract or commitment made by PRM on the CLIENT's behalf and previously approved by the CLIENT.

Upon expiration or termination of this Agreement, PRM shall tender to the CLIENT a final invoice reflecting the current outstanding balance, if any, and all services fees and Expenses owed to PRM for services rendered since the issuance of the previous invoice including up to the date of termination.

Confidentiality.

Each party will use reasonable efforts to keep confidential all information and materials by the other party and to limit access to such information and materials to those with a need to know and who are bound by similar obligations of confidentiality. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) enter the public domain through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are explicitly authorized for release by written authorization of the disclosing party. The obligations under this Section 8 shall survive expiration or termination of this Agreement.

Cooperation.

The CLIENT agrees to provide to PRM, within a reasonable time, any and all documents, material, and information that may be requested by PRM in order for PRM to render services on behalf of the CLIENT. The CLIENT further acknowledges and understands that PRM may not be able to render services to the best of its abilities without the CLIENT's full cooperation faithfully, industriously, and to the best of its ability in order to assist PRM in rendering services on its behalf including documents, material, and information requested in anticipation of a Status Meeting.

Accuracy of information.

The CLIENT acknowledges that PRM is relying upon the accuracy and completeness of the documents, material, and information provided by The CLIENT. The CLIENT assures PRM that it will perform the necessary due diligence prior to completing and submitting documents, material, and information to PRM and that such documents, material, and information will be complete and accurate to the best of CLIENT's knowledge. It is expressly understood and agreed that PRM shall not in any respect be responsible for nor be required to verify the accuracy or completeness of, or have any obligation to verify, any documents, material, and information provided by the CLIENT to PRM.

Independent Contractor and Payment of Taxes.

PRM is an independent contractor and not an employee of the CLIENT. This Agreement is not an employment agreement. PRM shall not be deemed an employee, agent, partner or joint venture of the CLIENT. Each Party shall be solely responsible for payment of all taxes for income earned by that party under this Agreement, including federal and state income taxes and any applicable Social Security (FICA) and/or self-employment taxes.

No Guarantee as to Result.

PRM does not guarantee any results as to the Services rendered and PRM makes no predictions as to the outcome of Services rendered by PRM. Bill is due for services not, results.

Modification.

The terms of this Agreement may only be modified by advanced written agreement.

Attorney's Fees To Prevailing Party.

In the event of legal action between the parties arising from an alleged breach of obligations related to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs incurred in prosecuting and/or defending claims in the litigation.

Choice of Law and Venue.

This Agreement and any and all litigation arising directly or indirectly, out of or in connection with this Agreement shall be governed by the laws of the State of Illinois, unless preempted by

federal law. The parties hereby consents to jurisdiction and venue of The First District of Cook County, Illinois, or the Northern District of Illinois, Eastern Division if applicable and all parties waive any rights they would otherwise have to transfer or change the venue of any such litigation.

Void Provisions.

If any term or provision of this Agreement shall to any extent be contrary to any federal, state or local law or otherwise be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and shall be enforceable to the fullest extent permitted by law. With respect to provisions deemed illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties acknowledge and agree that the court shall have the authority to blue pencil the offensive provision(s) so as to express the intent of the Parties lawfully.

Cumulative Nature of Rights/Remedies.

The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any thereof shall not preclude or inhibit the exercise of any others.

Notice.

All notices that either party is required or may desire to give the other party hereunder shall be in writing and shall be sufficiently given if: (i) delivered in person; (ii) sent by registered or certified mail, either postage prepaid or UPS; (iii) transmitted by facsimile, upon receipt of a confirmation of receipt or (iv) transmitted by e-mail, when received and opened. All such notices shall be addressed to each party as follows:

To CLIENT:

To PIETRYLA PR:
PIETRYLA PR & MARKETING LLC
333 S Wabash, suite 2700
Chicago, IL 60604
[Attn: Christine Wetzler christine@pietrylapr.com]

Either party may change such addresses from time to time by providing written notice in the manner set forth above within seven (7) days of any changes.

Effect of Headings.

The headings used herein are for the convenience of the parties and are not intended to provide any substance whatsoever to this Agreement.

Mutuality.

This Agreement has been prepared after mutual discussions and negotiations among the parties and shall be construed as having been prepared by all parties. Ambiguities or uncertainties in the wording of this Agreement will not be construed for or against any Party.

Entire Agreement.

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. Each party further represents and warrants that all representations made by any party as an inducement to cause any other party to enter in to this Agreement are contained in this Agreement.

Amendments.

This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

No Waiver.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

No Assignments.

This Agreement cannot be assigned or transferred by either party without the express written consent of the other party.

Successors/Assigns.

The Parties agree that, except as otherwise expressly set forth herein, this Agreement and the rights and obligations of the parties thereunder shall be binding upon their respective successors.

Execution in Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute a single instrument. Facsimile and email signatures shall be deemed as binding as original signatures.

Authority to Execute.

The undersigned mutually covenant and warrant that they are duly authorized and empowered to execute this Agreement.

Blue Pencil and Severability.

In the event that any provision contained in this Agreement is deemed to be illegal, invalid, or unenforceable under present or future laws, in whole or in part, the Parties acknowledge and agree that each and every other provision of this Agreement shall remain valid and enforceable. With respect to provisions deemed illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties acknowledge and agree that the court shall have the authority to blue pencil the offensive provision(s) so as to express the intent of the Parties lawfully.

Authority.

The undersigned mutually covenant and warrant that they are duly authorized and empowered to execute this Agreement.

Representation As To Effect Of Agreement.

The Parties hereto warrant, represent and acknowledge that prior to executing this Agreement, they each have had the opportunity to seek, and to the extent each has desired, they have obtained any and all legal, accounting and other advice and counsel deemed necessary and appropriate by them regarding the subject matter of this Agreement.

Each Party hereby acknowledges and warrants that they have entered into this Agreement of their own free will and based on their independent business judgment, after a thorough investigation of all the relevant facts, and without any reliance on any representations or inducements of any other Party or any advisor, counsel or representative of any other Party, except as specifically set forth herein.

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

Construction.

Ambiguities or uncertainties in the wording of this Agreement will not be construed for or against any Party, and there shall be no presumption that this Agreement or any provision hereof be construed against the Party that drafted this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting and Service Agreement on the date and year first above written.

//signatures//