

FutureWomenX TERMS AND CONDITIONS

1. Definitions

FWX: FutureWomenX

Client: the individual or entity with whom an agreement concerning a Project or participation in a Program is entered into.

Order Confirmation: FWX's written confirmation of Client's order, together with the Statement of Work and Terms.

Participant: the individual who participates in a Program.

Program: the program as described in the Statement of Work.

Project: the project or assignment as described in the Statement of Work.

Services Leader(s): the person(s) at FWX who is(are) in charge of the Services.

Services: the Program or Project as described in the Order Confirmation and Statement of Work.

Statement of Work: description of the Program or Services attached to the Order Confirmation.

Terms: these terms and conditions.

2. Applicability

The Terms shall apply to all offers, Order Confirmations, acts, and agreements between Client and FWX.

NO TERM OR CONDITION SET FORTH IN ANY OF CLIENT'S SOLICITATION, PURCHASE ORDER, OR CONTRACT SHALL BECOME PART OF ANY ORDER OR OTHERWISE BECOME BINDING ON FWX UNLESS EXPRESSLY AGREED TO IN WRITING BY FWX. CLIENT'S ORDER IS ACCEPTED SOLELY ON THE CONDITION THAT CLIENT EXPRESSLY ACCEPTS AND ASSENTS TO THE TERMS CONTAINED HEREIN.

3. Commencement of the Agreement; Entire Agreement; Severability

The agreement between FWX and the Client is formed by the Client signing the Order Confirmation. The Order Confirmation, the Statement of Work, these Terms, and any

subsequent additional written agreements together shall contain the entire agreement of the parties and shall supersede all prior written and oral proposals, communications and agreements.

4. *Cooperation by the Client*

The Client shall reasonably cooperate to make the Project or Program successful. This shall also include making employees of the Client available who will be involved in the Program or Project. The Client shall take all reasonable measures to prepare the Participant for participation in any Project or Program and during the Program itself.

The Client represents that to the best of its knowledge it has provided all relevant information and documents for the design and implementation of a Program or Project.

If the Program or Project fails to meet its expectations, the Participant or Client shall inform the responsible Service Leader as soon as possible for prompt addressing and cure by FWX.

5. *Standards of Service; No Guarantee*

FWX will perform its services to the best of its knowledge and ability and in accordance with high professional standards. FWX shall implement the Services with the Client in accordance with the reasonable expectations of the Client. FWX, however, cannot guarantee any particular result.

6. *Fees and Payment Terms*

Client will pay FWX in U.S. dollars or Euro for the Program or Project in the amounts as set forth in the Order Confirmation upon submittal of a reasonably detailed invoice acceptable to Client. Terms of Payment shall be provided in the Order Confirmation. If the Client is in default or fails to perform one or more of its obligations, then all reasonable costs, including attorney's fees, incurred in obtaining payment or performance, shall be paid by the Client. Without limitation, FWX shall be solely responsible for the payment of all salaries and wages for all employees and other applicable personnel provided by FWX hereunder, as well as all required payroll taxes whether federal, state or local in nature, including without limitation tax withholdings, employee health and welfare benefits, workmen's compensation insurance, unemployment and disability benefits, and social security taxes. FWX shall hold Client harmless in connection therewith.

7. *Cancellation of a Program*

The cancellation terms are as follows:

- a. Cancellation of a Program must be made in writing.

- b. If the Client cancels participation in a Program, the following amounts shall be due for each Participant:

If canceled up to 56 days before the start date of the Program: 50% of the agreed amount.

If canceled less than 56 days before or during the Program: the entire invoice amount.

If the Order Confirmation contains different cancellation terms, then those terms will govern.

- c. FWX reserves the right to reschedule a Program (for example, in the event of insufficient participation), at which time Participant will be entitled to 100% reimbursement of the Program fee or enrolment in a later date.

8. *Indemnification*

FWX shall indemnify, defend and hold harmless Client, its members, managers, employees, affiliates, agents, and representatives against any and all damages, injuries, losses, liabilities, claims and costs and expenses (including reasonable attorney's fees and expenses) (jointly, "Losses") arising from or relating to (i) the Program or Project, (ii) a breach of any representation or warranty under these Terms, (iii) FWX's willful misconduct or gross negligence or (iv) FWX's failure to comply with all applicable laws. Client will indemnify, defend and hold harmless FWX, its members, managers, and employees against any and all Losses arising from (i) Client's participation in a Program, (ii) Client's willful misconduct or gross negligence or (iii) Client's failure to comply with all applicable laws..

9. *Limitation of Liability*

Other than in connection with its indemnification obligations hereunder, (a) FWX's liability is expressly limited to, and shall in no event exceed, the fees received by FWX from the Client; provided, however, that for assignments which run for more than half a year, FWX's liability is expressly limited to, and shall in no event exceed, the fees received by FWX during the most recent six months, and (b) no claim or action, regardless of form, may be brought by the Client more than one (1) year after the occurrence of the events which gave rise to the cause of action.

The Client and FWX may communicate with each other through electronic means. FWX shall not be liable for any damages resulting from the use of electronic means of communication, including, but not limited to, damages resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties, or by software /hardware, transmission of viruses and malfunctioning of the electronic

communications network, including Dropbox and similar services, or other means necessary for electronic communications.

10. *Intellectual Property Rights*

FWX will own all intellectual property rights that have been developed by FWX both during and after the duration of a Program or Project by FWX. All documents prepared by FWX and any other items supplied by FWX (including models, techniques and instruments), which are used for the implementation and are included in the results or advice, are and shall remain the property of FWX. The Client will need to obtain FWX's prior written consent to disclose or publish such documents and items. The Client may copy the documents for internal use within its organization, to the extent appropriate within the purpose of the Project.

11. *Client Name and Logos*

If the Client is an entity, FWX may use the name and logo of the Client for project proposals, presentations, etc.. The logo shall not be used on documents separate from the Project without the consent from the Client.

If the Client is an individual, full names or employer's logos will not be used in marketing materials, proposals, presentations, etc. without consent.

12. *Confidentiality*

Client may furnish FWX with Confidential Information (as defined below) solely as is necessary to enable FWX to perform Services in connection with the Project and for no other purpose or use. FWX agrees to keep confidential, and will not use for any other purposes other than in connection with its engagement with Client all confidential information of Client. As used herein, the term "Confidential Information" shall mean all non-public information (whether written, oral or in another medium) of Client and/or its client(s) to which FWX comes into possession. FWX shall use at least the same degree of care in protecting Confidential Information as it uses in protecting its own confidential information, but not less than reasonable care. FWX shall take all reasonable measures to protect the confidentiality of Client's Confidential Information in connection with a Program or Project.

13. *Personal Health & Safety*

FWX Services are often rendered outside of the formal office environment. FWX will provide timely information regarding Program logistics, travel, and any formalities with respect to healthcare. The Client is responsible for ensuring that each of its Participants has his/ her own health insurance. Failure to follow and information or guidelines from FWX will be at Participant's risk.

Whether a Participant in a Program is physically and or emotional desirable to be in a Program is determined by the Client. FWX may deny a Participant access to a Program based on unacceptable (health) risks or if a Participant does not meet the profile for participants.

14. Force Majeure

Force majeure is understood to be any circumstance beyond the control of the parties, as a result of which compliance with the agreement can no longer be required in all reasonableness, including, but not limited to strikes, insurrection, lock-outs, government intervention, acts of terror, war and/or siege, fire, natural disasters, epidemics, extreme weather conditions and similar circumstances. No Services will need to be rendered during a force majeure event. Notwithstanding the foregoing, in the event FWX is unable to provide the services contemplated under an Order Confirmation, in whole or in part, due to a force majeure event, FWX will provide a credit, refund or other equitable good faith remedy acceptable to Client.

15. Disputes

Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of the agreement between FWX and Client will be submitted to arbitration by one arbitrator in accordance with the Expedited Procedures and Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof; provided however, that nothing in this paragraph shall prevent any party from commencing judicial proceedings for injunctive or other equitable relief or in connection with indemnification.