

Agreement between

FranNet

10302 Brookridge Village Blvd., Ste 201
Louisville, KY 40291, USA

(hereinafter referred to as FranNet or the Customer)

and

FORCE Communications & Media GmbH
Theo-Champion-Straße 2, 40549 Düsseldorf
(hereinafter referred to as the Agency)

A. Subject-Matter of the Agreement (hereinafter: "Agreement")

FranNet hereby commissions the Agency to oversee its communication tasks for the German market. The parties shall calculate and specify the respective individual projects in separate briefings and quotes. This Agreement shall govern the terms and conditions applicable to the overall collaboration.

The Agency shall provide the following initial services (I. below) as a basis for the monthly projects indicated below (II.). Initial services are not included in the fees/budget for the monthly recurring services and will be calculated separately with cost estimates and can be started immediately only after respective cost approval by FranNet in text form (sec. 126b BGB, e.g. via e-mail) or written form. Thus, Initial services will be invoiced separately on the basis of such approved cost estimates. Kick Off date for all services was February 23rd, 2015 in Düsseldorf.

I) Initial services (based on the rebriefing document attached in **Appendix 1**) are:

1. Development of FranNet's corporate positioning for the German market. This shall include:
 - a. Joint composition and formulation of the service offering from a communication aspect
 - b. Positioning of FranNet within the field of competitors and identification of strengths, weaknesses and favourable unique selling points (USPs).
 - c. Communication measures shall then be derived as part of the positioning document.

As a result of the performance of the Initial Services by FORCE, FranNet will receive a positioning document that includes all agreed upon results and recommendations by FORCE for communication measures for approval by FranNet. The implementation of recommendations is not included in the (separate) costs for Initial Services, but is covered by the monthly budget, as long as these costs – due to the number of underlying working hours and/or third party costs needed for the single implementation – do not exceed the monthly budget. In case they exceed the monthly budget, the respective implementations are subject to prior approval by FranNet in text form or written form on the basis of cost estimates by FORCE.

2. SEO analysis of the German FranNet website from technical and content-related aspects. The analysis is performed using an SEO tool (Sistrix) and shows specific optimisation approaches providing improvement within the context of search engine rankings. Implementation of the optimisation approaches shall not constitute a component of the offer.
3. SEA measures: FORCE shall explore various keyword clusters for FranNet Deutschland designed to make the company/brand more visible within the German market. Specifically developed advertising copies should generate traffic for the German website at frannet.de. Lead generation shall not form the subject of the agreement on objectives.

II) Monthly Recurring Services

Following the issuing of the positioning document by FORCE and the approval of it by FranNet, FORCE shall carry out the following monthly recurring services on the basis thereof, commencing May 1st, 2015.

1. SEO monitoring: Monthly reporting on SEO-relevant KPI for the URL www.frannet.de within the German market incl. data interpretation. Monthly budget shall be 300,00 EUR.
2. SEA management: Monthly supervision of the SEA campaigns within the German market incl. performance optimisation. It is hereby agreed that the initial period for identifying best performing keywords and advertising copies shall be two months from the start of the campaign. Within this initial period, the monthly SEA budget shall be 1,000.00 EUR (net) plus 440.00 EUR (net) for campaign management. After the two-month period, the monthly campaign management amount shall continue to be EUR 440.00 (net) and the SEA budget shall be reduced to EUR 560.00 (net) so that the monthly total of EUR 1,000.00 (net) shall not be exceeded.
3. Population of the German website blog at www.frannet.de/blog with two German blog articles each month. The topics shall be agreed upon in advance between FORCE and FranNet. As a monthly budget for the population of the German website blog 1,000.00 EUR (net) are provided in addition to SEA and SEO budget in 1. and 2. above. Insofar as the monthly budget of EUR 1,000.00 (net) permits – based on the hours spent – one English-language blog article a month may also be translated into German. The third-party costs of EUR 115.00 (net) per 600 words shall then be billed along with the agency services.

B) Agency Remuneration

All initial services as in I) above will be calculated separately with cost estimates and are only implemented after the client's cost approval in text form or written form. Thus, Initial services will be invoiced separately on the basis of such approved cost estimates.

All monthly services as in II) above will be billed in addition to the initial services. Activity reports are added to the monthly invoices. An economic feasibility study shall be conducted for the monthly recurring costs after the first three months of the collaboration. The underlying hourly rates are set out in **Appendix 2** to this Agreement.

All additional projects that are not included in the initial or monthly services shall be calculated by FORCE and, after the client's respective approval in text form or written form, billed separately in 30 minute blocks. Third-party costs for translations or other services shall be invoiced separately 1:1 after consulting with FranNet Deutschland.

In the event of increased costs due to additional or supplementary requests, the Customer shall be provided with a further cost estimate by the Agency for approval.

Expenses for travels of the Agency to the Customer, or to locations appointed by the Customer, will be agreed upon separately in addition to the Agency remuneration as set forth above, and will be billed FranNet 1:1. Expenses for other travels by the Agency upon Customer's request will, following prior approval by FranNet in text form or written form, also be invoiced to FranNet in addition to the Agency remuneration, namely at the relevant daily rate as applicable to the requested person traveling as set forth in **Appendix 2** to this Agreement, including all relevant receipts, and net without surcharges within the framework of tax office indicative rates. E.g. flights or train rides shall – where possible – be booked with low-cost airlines or carrier, and 2nd class instead of 1st class/business class.

Cancellation of ongoing work

In the event of cancellation of ongoing work by the Customer, the Agency shall bill the Customer for any third-party or agency costs that have been incurred up to the time of cancellation.

C) Payment Terms

Project accounting

FranNet shall be invoiced for the initial and monthly projects agreed upon following termination within the framework of the agreed costs.

Initial services and projects

FranNet shall be invoiced for the initial services as well as other initial projects after the services and projects were finalised and approved by the client.

Monthly recurring payments

FranNet shall be invoiced for the monthly costs agreed upon at the end of the month in the form of an overall bill. A screenshot of the campaign budget invested each month along with the respective activity reports shall be attached as evidence of SEA services and this shall act as a receipt.

Projects shall essentially be billed following acceptance. All invoices shall be payable shortly following receipt, but no later than seven (7) days, provided that these can be verified for FranNet, and without any deduction of discount. All orders shall be subject to value added tax at the applicable statutory rate, if applicable.

D) Other Agreements

1. Contact reports: After each work meeting or conference call, the frequency of which the parties mutually agree upon, the Agency shall draft a report summarising all of the main outcomes and decisions. The Agency shall then send this report to the Customer for approval. In the absence of any approval, the Parties shall endeavour to mutually agree upon a report containing the outcomes and decisions listed therein.
2. Confidentiality: The Agency hereby undertakes to treat all information received from the Customer as confidential and shall ensure that no information received, particularly internal company facts and trade secrets, is disclosed to third parties. This obligation shall continue to apply beyond the end of this Agreement.
3. Copyright exploitation rights: Upon payment in full for the individual project, the Customer shall acquire the rights of use, unlimited in terms of time, space and content, in respect of all works produced as part of the projects and for which creative/inventive services form the basis. Upon payment of the agreed fees, the Customer shall acquire the perpetual right to use on a worldwide basis the copyrightable works (intellectual property rights) developed by the Agency.

Upon completion of each individual project or in the event of termination of this Agreement, all documentation prepared as part of the project shall be handed to the Customer at short notice, latest within two (2) weeks.

Where it is necessary to acquire third-party rights of use or exploitation (e.g. photo or film copyright holders or GEMA [German Society for Musical Performance and Mechanical Reproduction] rights or other such copyright associations) or third-party consents (e.g. personal rights) in order to implement the Agency's work results, the Agency shall acquire and/or obtain such third-party rights and consents in the name of and on behalf of the Customer. The acquisition of a right and the obtaining of third-party consents by the Agency shall essentially only be done to the extent required in terms of time, space and content for the intended advertising and/or PR/PA initiative. Only at the express request of the Customer shall the Agency obtain rights in individual cases that extend beyond the intended purpose in terms of time, space or content. The Agency shall inform the Customer in individual cases if it is unable to acquire the rights or obtain the consent in question. The Customer shall then be required to decide immediately on how to proceed.

Third-party claims for special remuneration by way of compensation for the right to one's own picture and copyright, ancillary copyright and other IPR rights shall be borne by the Customer. This shall also apply to subsequent claims pursuant to sections 32 and 32a of the Copyright Act, where such claims are asserted after termination of the Agreement.

E) Liability

The Agency shall be liable to the Customer within the framework of this Agreement for the due diligence of a prudent advertising merchant. With regard to the lawfulness of advertising initiatives, the Agency shall be obliged to immediately notify the Customer of any legal concerns that it has in text form.

It shall provide the Customer with all drafts prior to publication for the purpose of comprehensive legal assessment and approval. If, in deviation from this, a statutory inspection on its part has been agreed upon by the Agency or exists by law, the Agency shall only be liable for intent and negligence.

The Customer shall hold the Agency free and harmless from third-party claims if the Agency acted on the express request of the Customer and notified the Customer of its concerns regarding the lawfulness of the advertising initiative. The Customer shall bear the cost of expert reports and special investigations that it has consented to. In the event of any other claims for liability in respect of third parties arising for the Agency, the Agency shall be required to transfer these to the Customer and to assist the Customer in the enforcement of such claims.

F) Term of the Agreement

This Agreement shall enter into force with effect from Februar 23rd, 2015. It shall run for an indefinite period and may be terminated by either party with four weeks' notice to the end of each month.

Moreover, both contracting partners shall be entitled to extraordinary termination of the Agreement with immediate effect for good cause – in particular in the event of significant contractual breaches by the other contracting party. Good cause shall be present in particular where one of the parties has applied to initiate insolvency proceedings.

F) Miscellaneous

Amendments, additions and verbal ancillary agreements shall only be effective by means of counter-confirmation in text form or written form.

In the event of a provision of this Agreement being or becoming invalid, the validity of the remainder of the Agreement shall not be affected thereby. A clause which most closely reflects the parties' intention, within the limits of what is legally permissible, should be concluded in place of the invalid provision.

The place of jurisdiction shall be Düsseldorf. The law of the Federal Republic of Germany shall apply under the explicit exclusion of the CISG.

Düsseldorf, on March 18th, 2015

Louisville, on March 18th, 2015

Judith Schüßler
On behalf of FORCE:

John Blair

On behalf of FranNet:

