Terms and Conditions of Service

**** PLEASE READ CAREFULLY**

Master Services Agreement

This Master Services Agreement (this "Agreement" or these "Terms") constitute a legally binding contract between MGL Exhibit Services, LLC ("MGL Exhibit Services") and you, the organization that executes this Agreement and conducts business with MGL Exhibit Services (“You” or "Customer"). If you do not agree with all the Terms of this document, you should not execute this Agreement and you should not enter into a business relationship with MGL Exhibit Services.

1) Acceptance

a) You agree that these Terms will govern all transactions that are conducted between MGL Exhibit Services and Customer. Each and any time You engage MGL Exhibit Services, that engagement and these Terms will be considered a separate contract.

b) MGL Exhibit Services reserves the right to revise, amend, or modify this Agreement or any other policy and agreement at any time between MGL Exhibit Services and You in any manner, upon MGL Exhibit Services providing written notice of such modification(s) to You. Such revisions, amendments or modifications will be effective upon the earlier of :

(i)Your execution, electronically or otherwise, of the modified terms, or

(ii) Your engaging MGL Exhibit Services to perform further services.

c) You may use and access MGL Exhibit Services's services only in accordance with these Terms. By initialing and signing below, you affirm that you have read this Agreement and understand, agree, and consent to be governed by these Terms. Your execution and delivery or other acceptance of these Terms does not obligate you to engage MGL Exhibit Services to perform any particular service. Likewise, MGL Exhibit Services is not obligated entire into any engagement with Customer.

d) This Agreement is intended to be governed by the Electronic Signatures in Global and National Commerce Act (E-Sign Act). You manifest your acceptance of this Agreement by any act demonstrating your assent, including clicking any button containing the words "I Accept" or similar syntax, whether you read the terms contained herein or not. MGL Exhibit Services

**I have read & understand the terms above. Initial: _____

recommends that you print this Agreement for your personal records.

e) MGL Exhibit Services shall perform the services described in each specific engagement with the Customer (the "Services"). Generally speaking, the Services will involve MGL Exhibit Services arranging for the transport of Customer goods, along with associated services. Each time the Customer engages MGL Exhibit Services, the Customer appoints MGL Exhibit Services as its representative to perform the Services agreed upon in that engagement and agrees that MGL Exhibit Services may hold itself out as the Customer's representative in the context of those Services. MGL Exhibit Services and Customer acknowledge and agree that they are not partners or joint venturers and may not bind each other.

2) Definitions

a) "MGL Exhibit Services" shall mean MGL Exhibit Services, Inc. and its wholly owned subsidiaries and representatives.

b) "Customer" or "You" shall mean the person for whom MGL Exhibit Services is rendering services, as well as such customer's agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, brokers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, and consignees. It is Customer's responsibility to provide notice and copy(ies) of this Agreement to all such agents or representatives.

c) "Third Parties" (or, individually, a "Third Party") shall include, but shall not be limited to, the following: carriers, forwarders, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise.

3) Claim Requirements; Customer Obligations

a) In the event that any Customer goods are lost or damaged while in the care, custody or control of MGL Exhibit Services or any of its Third Parties, unless subject to a specific statute or international convention, any resulting claim against MGL Exhibit Services or any of its Third Parties must be submitted to MGL Exhibit Services in writing within seven days after Customer or its consignee accepted the relevant shipment. Each claim must contain information necessary to identify the goods affected, the basis for liability and the amount of the alleged loss or damage, as well as appropriate supporting documentation. Customer will cooperate, its applicable contractor(s)and their insurers in the investigation of any claim or potential claim. Upon receipt of any claim or notice of claim, MGL Exhibit Services will arrange investigation of the circumstances surrounding the matter. Customer shall allow MGL Exhibit Services to inspect the relevant shipment and container(s) and packaging material(s) at the delivery location listed on the relevant delivery document. If damage or loss to Customer goods is concealed, i.e., difficult to discern upon ordinary inspection, Customer must conduct a detailed inspection and notify MGL Exhibit Services of such loss or damage within two (2) business days after Customer or its consignee accepted the relevant shipment.

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b) Failure to comply with the above-listed time periods will be considered a failure to give timely notice, and shall be a complete defense to any suit or action commenced by Customer.

c) Customer must inspect all transported goods at the time of delivery, and note any issues, discrepancies, or problems with the transported goods at the time of delivery. Customer or its consignee should not sign any delivery receipt until Customer or consignee has either inspected the delivered goods, or decided to waive its right to do so. Any failure to note, in writing, any damage or loss on the delivery receipt shall be prima facie evidence that Customer or consignee either:

i) Received the transported goods in good condition and acknowledged that ordinary and reasonable care was used to deliver such goods, or
ii) Customer voluntarily waived Customer's right to inspect the goods at the time of delivery.

d) In no event shall MGL Exhibit Services be liable for any loss or damage unless abusive handling and/or a loss, shortage or discrepancy is evident and such event(s) is/are noted in writing on the delivery receipt at the time of delivery by MGL Exhibit Services. Customer understands and agrees that notations on the delivery receipt such as "subject to inspection" or "subject to recount" are not adequate notice under Section (b) above, and will not result in a waiver of Customer's obligation to inspect the transported goods at the time of delivery and to note any problems with the deliveries at the time of delivery.

e) Legal action to enforce any timely-made claim by Customer must be brought within one (1) year after the claim has been denied, in whole or in part, by MGL Exhibit Services in writing.

f) MGL Exhibit Services shall use reasonable care in its selection of Third Parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment. MGL Exhibit Services shall only engage the services of motor carriers as Third Parties that assume liability as a common carrier for loss or damage to Customer's goods subject to the liability limitations set forth in these Terms and maintain insurance in amounts necessary to cover their potential liabilities under these Terms.

g) Any insight, advice, or suggestion by MGL Exhibit Services that Customer select a specific Third Party shall not mean that MGL Exhibit Services endorses such Third Party, or that MGL Exhibit Services warrants that the Third Party will render or agree to any particular service, nor does such a suggestion constitute a warranty of any sort (express or implied) by MGL Exhibit Services. You understand and agree that MGL Exhibit Services does not assume any responsibility or liability for any act or omission of any Third Party.

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h) All legal claims in connection with any act or omission by a Third Party shall be brought solely and exclusively against such Third Party. MGL Exhibit Services may cooperate with the Customer, in relation to any such claim against a Third Party, and in the event that MGL Exhibit Services cooperates, Customer shall be responsible for any costs or expenses by MGL Exhibit Services.

4) Customer Responsible for MGL Exhibit Services's Costs and Fees

In the event that U.S. Customs & Border Protection or any other governmental agency, whether state or federal, causes or requests that a hold search or seizure of any goods be appropriate or required, Customer agrees to reimburse MGL Exhibit Services for any costs or fees associated with any such hold, detention or seizure, including but not limited to statutory fees for the retention and/or storage of Customer's goods in MGL Exhibit Services's designated warehouse or holding facility(ies).

5) Customer Responsible for Inspect Request Form and Information Furnished

a) Customer warrants and represents that each package in any shipment provided to MGL Exhibit Services for transportation is:

i) Properly and accurately described on the relevant transportation documents

ii) Properly and accurately addressed

iii) Packaged adequately to protect the transported goods during the period of transportation, assuming ordinary care and handling by MGL Exhibit Services.

b) It is Customer's responsibility to timely and properly fill out all forms provided to Customer by MGL Exhibit Services and/or any governmental agency or authority (collectively, "Forms"). Customer's failure to complete properly, accurate and timely all Forms, including any "inspect and request" forms, will be deemed a breach of this Agreement. Customer hereby warrants and represents that all information provided in the Forms is true and correct and that the information used in such Forms is up to date and current as of the day of the execution of the relevant Form and into the reasonably foreseeable future.

c) Customer hereby acknowledges its responsibility to review all documents and declarations prepared and/or filed with U.S. Customs, and any other governmental agency and/or third party. Customer warrants that it will immediately advise MGL Exhibit Services of any errors, discrepancies, incorrect statements, or omissions on any declaration or Form filed by or on Customer's behalf. Further, Customer aggress that it has an affirmative, non-delegable duty to disclose any and all information required to import, export, or enter

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Customer's goods. d. Customer shall indemnify and hold harmless MGL Exhibit Services from any and all claims asserted and/or liability or losses suffered by reason of Customer's failure to comply strictly with the terms of this Section 5.

6) Customer's Duty to Inform MGL Exhibit Services of Hazardous Materials

Customer shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR Section 172.800, Section 173 and Section 397, et. seq. to the extent any goods with respect to which Customer requests MGL Exhibit Services to arrange shipment constitute hazardous materials. In the event that Customer utilizes MGL Exhibit Services's services to transport, store, or deliver hazardous materials, Customer shall inform and give notice to MGL Exhibit Services, reasonably in advance, that the contents of the goods being handled are hazardous. MGL Exhibit Services may reject the proposed shipment of any hazardous materials without any liability to Customer. Failure to inform MGL Exhibit Services timely and properly shall be a breach of this Agreement. Customer shall defend, indemnify and hold MGL Exhibit Services and any associated Third Parties harmless form any penalties or liability of any kind, including but not limited reasonable attorneys' fees, arising out of Customer's failure to comply with applicable hazardous materials laws and regulations.

7) Quotations Not Binding

Quotations of fees given by MGL Exhibit Services to the Customer are strictly for informational purposes and are subject to change without notice. No quotation shall be considered binding upon MGL Exhibit Services unless MGL Exhibit Services consents in writing to consider such quotation as a statement of rates for the specific transaction between MGL Exhibit Services and that specific Customer.

8) Insurance

MGL Exhibit Services is under no obligation to obtain, and will not obtain, insurance on Customer's behalf; however, upon request, MGL Exhibit Services will endeavor to assist Customer with locating insurance coverage. Such assistance is provided solely as a convenience to Customer; In all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.
Any claims that are payable under an insurance policy obtained by Customer shall be handled directly with the relevant insurer.

9) DISCLAIMERS; LIMITATION OF LIABILITY

a) MGL Exhibit Services warrants that it will perform the Services described in each engagement in a competent manner, commensurate with industry standards. **Otherwise, MGL Exhibit Services makes no warranties and disclaims any warranties implied under any law.**

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b) **MGL Exhibit Services shall not be liable under any circumstances for any special, indirect, exemplary or consequential damages, or for lost revenue, loss of profits, savings, costs associated with delayed deliveries, or other economic loss arising out of or in connection with this Agreement, and in no event shall MGL Exhibit Services be liable for the acts of Third Parties, even if MGL Exhibit Services is made aware of the possibility of such damages in advance.**

c) Subject to subsection (d) below (if applicable), in no event shall MGL Exhibit Services or any Third Party that performs any Services for Customer be liable for for any and all claims, costs, expenses, losses and fees arising from or related to any service provided by MGL Exhibit Services (collectively, "Claims") in excess of $0.50 per pound of freight transported under a relevant single bill of lading, up to a maximum of $50.00 for all freight identified on any relevant single bill of lading. This limitation of liability shall apply to all Claims regardless of the legal theory under which such Claims are brought, including but not limited to negligence, breach of contract and/or tort, and regardless of whether MGL Exhibit Services was advised in advance of the possibility of such Claims.

d) Customer may obtain additional liability coverage in connection with all services performed by MGL Exhibit Services, up to the actual or declared value of the shipment or transaction, provided that all of the following conditions have been satisfied:

i) Customer has notified MGL Exhibit Services of the full value of the freight in writing no less than five (5) business days prior to shipping by MGL Exhibit Services.

ii) Customer has obtained an approved freight rate from MGL Exhibit Services in writing for the full, disclosed value of the freight.

iii) Customer declares the same full value of the freight on the MGL Exhibit Services bill of lading.

iv) All transportation charges are paid in full by Customer prior to any claim being paid by MGL Exhibit Services.

10) Term; Termination

This Agreement, as it may be amended, shall commence upon Customer's acceptance of the terms herein, and shall continue for so long as MGL Exhibit Services and Customer agreement to the performance of discrete engagements with each other.

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11) Indemnity/Hold Harmless

a) Customer shall indemnify, defend and hold MGL Exhibit Services and its Third Parties harmless from any and all claims, costs, penalties fees, expenses and liabilities, including but not limited to reasonable attorneys' fees, (collectively, "Claims") arising from or in connection with the Customer's (i) breach of any of the terms of this Agreement or of any specific engagement, (ii) violation of any law or regulation, (iii) negligence or willful misconduct. If Customer fails to retain reasonably acceptable counsel to defend a Claim, MGL Exhibit Services shall be entitled to control the defense and disposition of any such Claims that are subject to indemnity, including the selection of legal counsel at Customers cost.

b) In the event that a claim, suit, or proceeding is brought against MGL Exhibit Services in connection with this Agreement, MGL Exhibit Services will give prompt notice in writing to the Customer by mail at the most recent address provided to MGL Exhibit Services by Customer.

12) C.O.D. or Cash Collect Shipments

MGL Exhibit Services shall not be responsible to collect any amounts from an shipper or consignee unless otherwise set forth in the terms of a specific engagement. In addition to any terms set forth in that engagement:

a) MGL Exhibit Services shall exercise reasonable care regarding written instructions pertaining to "cash/collect on deliver" (C.O.D.) shipments, bank drafts, cashiers and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies.

b) MGL Exhibit Services shall not incur liability if the bank or consignee (if relevant) refuses to pay for the shipment.

13) Payment/Costs of Collection

Customer will pay MGL Exhibit Services the rates and charges described in their communications with respect to each engagement at the time set forth in that engagement, without deduction or offset. If no time is set forth, Customer shall remit payment within fifteen(15) days of the issuance of MGL Exhibit Service's invoice.
In the event that Customer fails to remit any payment in timely fashion, Customer shall be responsible to pay MGL Exhibit Services interest on the past due balance at the rate of 1.5% per month or the highest rate allowed by law, whichever is less. Customer shall also reimburse MGL Exhibit Services for all costs of collection, including reasonable attorneys' fees.

14) General Lien and Right To Sell Customer's Property

MGL Exhibit Services and any relevant Third Party shall have a general and continuing lien on any and all property of Customer coming into either of their actual or constructive possession or control for monies owed to MGL Exhibit Services with regard to the shipment on which the lien is claimed, or for prior shipment(s), and/or both.

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MGL Exhibit Services shall have the right, but not the obligation, to enforce its lien rights in MGL Exhibit Services's sole and exclusive discretion.

15) Record Maintenance

a) Customer acknowledges that it has the exclusive duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509).

b) Unless both parties agree in writing to the contrary, MGL Exhibit Services shall only keep such records that it is required to maintain by statute or regulation. Unless expressly stated in writing by MGL Exhibit Services, MGL Exhibit Services will not act as a "record keeper" or "recordkeeping agent" for Customer at any time.

16) Rulings; Protests

It is Customer's duty, and not MGL Exhibit Services's duty or responsibility, to undertake timely any pre-or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc. However, MGL Exhibit Services may undertake such actions if requested by Customer in writing and agreed to by MGL Exhibit Services in writing. Notwithstanding the foregoing, MGL Exhibit Services does not warrant or guarantee that it will agree to undertake such actions in any particular situation.

17) Bills of Lading

In the event that MGL Exhibit Services prepares and/or issues a bill of lading, MGL Exhibit Services shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc., unless Customer or Customer's agent specifically requests MGL Exhibit Services to specify such in writing, MGL Exhibit Services accepts such responsibility in writing, and Customer agrees to pay for same. In such an event, MGL Exhibit Services shall rely upon and use information supplied by Customer in completing the bill of lading(s).

18) Fees

MGL Exhibit Services' fees for its Services shall be included with, and are in addition to, the rates and charges of all carriers and other agencies selected by MGL Exhibit Services to transport, handle and/or store Customer's goods. Such compensation shall be exclusive of any brokerage fees, commissions, dividends, or other revenue received by MGL Exhibit Services from carriers, insurers and others in connection with shipments.

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19) Information Systems

MGL Exhibit Services computer management systems (the "ERP") may play a key part in each engagement. If the Customer is provided access to the ERP, it will utilize the ERP in a reasonable manner, in accordance with any rules established by the MGL Exhibit Services and the licensor and only in accordance with the purposes for which the ERP is intended. The Customer will not attempt to copy, change, decompile or reverse engineer any component of the ERP. The Customer will take all reasonable measured to prevent the introduction of any problematic data into the ERP, including but not limited to any viruses, worms or Trojan Horses.

20) Non-Solicitation

The Customer shall refrain from hiring or soliciting any employee or independent contractor of MGL Exhibit Services or otherwise interfering in the relationship between MGL Exhibit Services and any sch employee or independent contractor, in each case, for a period of one year following the completion of any engagement. The Customer acknowledges that MGL Exhibit Servies would suffer irreparable harm as a result the violation of this covenant and therefore agrees that MGL Exhibit Services may seek an equitable remedy to enforce this covenant.

21) Severability

In the event that any paragraph or portion of this Agreement is found to be invalid and/or unenforceable, then such paragraph and/or portion shall be severable and the remainder of this Agreement shall remain in full force and effect.

22) Force Majeure

Neither MGL Exhibit Services nor Customer shall be liable for any failure to perform its obligations where such failure is a result of any act of God or any event beyond its reasonable control ("Force Majeure"), if the party asserting such Force Majeure can prove that, given the circumstances, reasonable steps were taken to minimize delay or damages, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the occurrence or likelihood thereof.

23) Governing Law; Venue

Customer and MGL Exhibit Services agree that the laws of the State of Pennsylvania or, where appropriate, the federal laws of the Eastern District of Pennsylvania, shall govern all disputes, claims, or issues arising from or relating to the terms and conditions of this Agreement, or any service provided by MGL Exhibit Services to Customer. The parties agree that the sole and exclusive venues for all such disputes, claims or issues shall exist in the state courts of Berks County, Pennsylvania or, if federal jurisdiction is required or deemed appropriate by MGL Exhibit Services, the Federal Court in

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and for the Eastern District of Pennsylvania.

24) Amendment; Waiver

These Terms, as amended, along with the written manifestation of each engagement, represents the entire agreement of the Customer and MGL Exhibit Services. That agreement shall not be amended without the prior written consent of both parties. That agreement is binding on the Customer and MGL Exhibit Services and their respective successors and permitted assigns. Except for the use of Third Parties by MGL Exhibit Services, neither party may assign its rights or delegate its responsibilities under these Terms. The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of this

Agreement.

By signing below I acknowledge that I have read, understand & agree to the terms and conditions stated above:

Company Name: _____ Date: _____

Received and Approved by: _____

Print: _____

(First & Last Name)

**I have read & understand the terms above. Initial: _____