

airisX Limited

MASTER SERVICES AGREEMENT

This Services Agreement (the “**Agreement**”) sets forth terms under which airisX Limited a Hong Kong Limited corporation (“**Company**”) shall provide services to:

Client Complete Business Name: Brand Ventures Inc

Client state/country of domicile: United States

(the “**Client**”).

This Agreement is effective as of May 11, 2019 (“**Effective Date**”).

1. **Services.** Company shall provide business process outsourcing services for purposes of business operations services (“**Services**”) to the Client as described on one or more Statements of Work signed by Company and Client that reference this Agreement (“**SOW**” or “**Statement of Work**”). Company shall perform Services (“**Deliverable**”) in a prompt and efficient manner during the contracted term. This term is subject to change in accordance with the Change Order process defined in the applicable SOW. Client shall assist Company by promptly providing all information requests known or available and relevant to the Services in a timely manner.

2. **Contract Price.** For performance of the Services and rendering the Deliverable, Client shall pay to Company all fees due under the applicable SOW.

3. **Deposit.** An initial payment (the “**Deposit**”) of one month service is due to Company at signing. 100% of the Deposit shall be non-refundable in the event that Client cancels the project without at least 30 days notice.

4. **Dates of Performance.** Company will begin performing services upon receipt of signed Agreement and Deposit. Unless terminated as provided in this Agreement, Company will

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continue to provide Services through the Contracted Date.

5. Change in Services. If Client desires changes to the SOW, Client shall submit to Company a written (or digital) request in accordance with the change order process defined in the applicable SOW. The parties may execute additional Statements of Work describing Services, which will become part of this Agreement upon execution by Company and the Client. If new/additional SOW are executed, then Client shall pay Company for all services invoices outstanding prior to the additional SOW before Company begins work on the new SOW. Approved modifications, unless substantially and materially different, to an existing SOW are not considered a new SOW, and will not be subject to additional deposits, instead simply a modification of the job tasks already described.

6. Termination by Company. Company shall have the right to modify, reject, or terminate any SOW and any related work in process with 30 days written (or digital) notice to Client. In the event Company terminates the SOW prior to completion of Services, the Client shall pay Company the fees due under the SOW with respect to Services completed as of the date of termination. Payment for completed work will be deducted from the deposit. Company will return any unearned portion of the Deposit. Any amount due for services performed by Company above the deposit will be billed to Client and Client shall promptly pay.

6.1 Termination by Client. Client shall have the right to modify, reject, or terminate any SOW and any related work in process with 30 days written (or digital) notice to Company. In the event Client terminates the SOW prior to completion of Services, within the 30 day notification period, the Client shall pay Company the fees due under the SOW with respect to Services completed as of the date of termination. Payment for completed work will be deducted from the deposit, if any payment is outstanding. Company will return any unearned portion of the Deposit. Any amount due for services performed by Company above the deposit will be billed to Client and Client shall promptly pay.

7. Payment of Services. In exchange for Company's Services under this Agreement, the Client shall pay Company the contract price and deposit set forth above and in the SOW. Company will submit invoices to Client for all services rendered by the Company and Client shall promptly pay in Net 7. Client shall pay travel and other expenses incurred by Company in performing the Services, when previously approved by the Client. In the event of a good faith dispute with regard to an item appearing on an invoice, client will pay any undisputed amount per the normal terms.

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8. Representations and Warranties.

8.1 Company's Representation: Company represents that any materials used in the Deliverable will not knowingly (a) infringe on the intellectual property rights of any third party or any rights of publicity or privacy or (b) violate any law, statute, ordinance or regulation.

8.2 Client's Representation: Client represents that any materials provided to Company by Client for incorporation into the Deliverable will not (a) infringe on the intellectual property rights of any third party or any rights of publicity or privacy or (b) violate any law, statute, ordinance or regulation.

8.3 Warranty Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT AND ANY SOW, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. **Ownership of Deliverables.** "Intellectual Property Rights" means any and all (a) rights associated with works of authorship, including but not limited to copyrights, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents and (e) all other intellectual property rights in any jurisdiction throughout the world. To the fullest extent permitted by law, Client retains ownership in all Intellectual Property rights of the Deliverable. Client shall retain sole ownership of all Intellectual Property Rights in connection with any original material it provides to Company for use within the Deliverable.

10. **Indemnification.** Client will defend, indemnify and hold Company harmless from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) arising from or relating to any claims regarding elements or materials provided by Client and incorporated into the Deliverable. Additionally, Client will defend, indemnify and hold Company harmless from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) arising from or relating to any claims regarding Client's unauthorized use of any music, images, or other materials comprising the Deliverable.

11. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID TO COMPANY HEREUNDER.

12. Compliance with Laws. Each party shall perform all of its obligations under this Agreement in compliance at all times with all foreign, federal, state and local statutes, orders and regulations, including those relating to privacy and data protection.

13. General. Neither party may assign this Agreement without the prior written consent of the other party and any attempt to do so will be void. Any notice or consent under this Agreement will be in writing to the address specified below. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Any waivers or amendments shall be effective only if made in writing signed by a representative of the respective parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties, and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Both parties agree that the Agreement is signed by a duly, authorized company representative authorized to bind the company to its terms and services and no consent from any third party is required.

14. Choice of Law. This Agreement will be deemed to have been made in, and shall be construed pursuant to the laws of Hong Kong without regard to conflicts of laws provisions thereof. Any suit or proceeding arising out of or relating to this Agreement shall be commenced in a Hong Kong court, and each party irrevocably submits to the jurisdiction and venue of such courts.

15. Remedies. Company reserves all remedies available at law or equity for any disputes that arise under this Agreement. In the event of a suit or proceeding under this Agreement, Client agrees to pay all attorneys' fees if the courts renders judgment substantially in Company's favor.

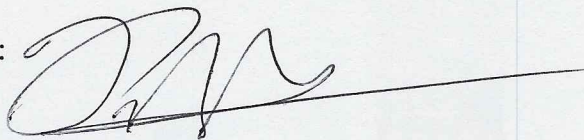
Signature page follows.

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Accepted and agreed to as of the Effective Date by the authorized representative of each party:

Client Business Name: Brand Ventures Inc

Signature:



Printed Name: ~~Rick Bennink~~ BRIAN MURPHY

Title: ~~President~~ COO

Address: 2630 Townsgate Suite I, Westlake Village, CA 91361

BRIAN
Email: ~~rick~~@brandedoffers.com

airisX Limited

Signature:

Printed Name: Terry Woltman

Title: CEO

Address: Room 9, 4th Floor, Beverley Commercial Centre, 87-105 Chatham Road, Tsim Sha Tsui, Kowloon, Hong Kong

Email: terry@airisX.com