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(1) Daniel J. Edelman, Inc.

- and -

(2) 100 Lives Foundation Inc.

Based on the model contract prepared by:

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Public Relations Consultancy

STANDARD TERMS OF BUSINESS

THIS AGREEMENT is made on the 15th day of July 2015

BETWEEN:

(1) **Daniel J. Edelman, Inc. d/b/a Edelman** (the "**Consultancy**");

(2) **100 LIVES Foundation Inc.**, an organization with offices at 1155 Ave of The Americas, New York, NY, 10036-2711 (the "**Client**").

BACKGROUND

The Client has agreed to appoint the Consultancy to provide public relations services, and the Consultancy has agreed to such appointment, in accordance with the terms and conditions of this Agreement.

NOW IT IS AGREED as follows:

1 **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, the following words have the following meanings:

"**Affiliate**" means any person that is controlled by, controls, or is under common control with a party, for so long as such control continues. For purposes of this definition, "control" means the possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract, or otherwise).

"**Agreement**" means these Terms and Conditions of Business, together with the Letter of Appointment and the agreed SOW(s), if any;

"**Approval**" means, (a) in the case of operational matters (meaning any matter that is not a financial matter): (i) any e-mail, fax, letter or purchase order from the CEO or COO of the Client, (ii) the signature of the CEO or COO of the Client on the Consultancy's documentation; and (b) in the case of financial matters (i) any e-mail, fax, letter or purchase order from the CEO, COO or CFO of the Client or (ii) the signature of the CEO, COO or CFO of the Client on the Consultancy's documentation. The Client may delegate any of these rights of Approval to a specific person or authorise additional means of obtaining Approval, in each case in writing and notified to the Consultancy. "**Approved**" shall have a corresponding meaning;

"**Campaign**" means the individual project(s) to be undertaken by the Consultancy in the delivery of the Services as described in the relevant SOW;

"**Commencement Date**" means the date specified in the Letter of Appointment;

"**Consultancy Material**" means any strategy, plan, policy or recommendation, any informational material and any other media content, which are intended for public dissemination, and any press releases and all other press and publicity materials to the extent created by the directors or employees of the Consultancy for the Client pursuant to this Agreement, provided that such material is Approved by the Client or has been de facto used for the Campaign but excludes Third Party Material and materials provided by, or on behalf of, Client;

"**Expenses**" has the meaning given to it in Clause 6.4 of this Agreement;

"**Fees**" means the fees set out in the Schedule of fees and services attached to the Letter of Appointment and payable to the Consultancy for the Campaign and the Services in accordance with Clause 5;

"**House/Office Costs**" has the meaning given to it in Clause 6.2 of this Agreement;

"**Independent Auditor**" means an independent United States auditor whose remuneration is not directly or indirectly linked with the outcome of any audit of the Client and who has never been an employee of the Client;

"**Letter of Appointment**" means the letter of appointment, including the Schedule of Fees and Services, attached as a cover sheet to this Agreement;

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"Moral Rights" means all rights described in Part I, Chapter IV of the Copyright Designs and Patents Act 1988 and any similar rights of authors anywhere in the world, including without limitation the right to be identified, the right of integrity and the right against false attribution;

"Operating Expenses" means the House/Office Costs and the Expenses;

"Records" means such accounts and records maintained by the Consultancy of all expenditure which is reimbursable by the Client under this Agreement and as are reasonably necessary for the purpose of enabling the Client to conduct an audit of that expenditure;

"Intellectual Property Rights" means any and all intellectual property rights and includes without limitation copyrights, patents, trade marks, performance rights, service marks, database rights and rights to extract data, registered and unregistered designs, trade secrets, rights of confidence, domain names, rights in know-how applications for any of the foregoing and all other similar rights recognised in any part of the world, for their full term including any extensions and renewals and including any applications for registration therefor;

"SOW" means the Consultancy's detailed written description of a Campaign, as agreed with the Client from time-to-time. The first SOW is attached as Annex A to this Agreement;

"Services" means the public relations services the Consultancy shall perform for the Client and specified in a SOW or otherwise expressly Approved as the services being out of scope of a SOW which are performed by Consultancy;

"Term" means the period from the Commencement Date until the termination of this Agreement;

"Territory" means the territories where the Services will be provided as specified in a SOW or otherwise Approved;

"Third Party Materials" means press and publicity materials, photographs, films, software, sound recordings and all other materials created by a third party (excluding directors or employees of either the Consultancy, the Client or any Affiliate of either of them), that are used for the purposes of the Client's Campaign regardless of whether such material is already in existence at the time this Agreement is entered into or is commissioned by the Consultancy during the Term;

"Working Day" means a day (other than a Saturday or a Sunday) on which the clearing banks in the United States are open for business; and

"Year" means each period of twelve consecutive months during the Term beginning with the Commencement Date and its anniversaries.

1.2 In this Agreement Clause headings are purely for ease of reference and do not form part of or affect the interpretation of this Agreement. Where the context so admits or requires words denoting the singular include the plural and vice versa and words denoting any gender include all genders and references to Clauses and Schedules are to clauses of and schedules to this Agreement.

1.3 References to any statute or statutory provision include references to that statute or statutory provision as from time to time amended, extended or re-enacted and to any rules, orders, regulations and delegated legislation made thereunder.

1.4 All other defined words and phrases shall have the meaning given to them when they first appear in that form.

2 APPOINTMENT AND TERM

2.1 The Client appoints the Consultancy to carry out and the Consultancy agrees to provide the Services for the Client in the Territory in accordance with the terms and conditions of this Agreement, including any SOW(s) prepared by the Consultancy and Approved by the Client in accordance with Clause 2.2.

2.2 Details of any specific Campaigns proposed by the Consultancy from time to time shall be set out in a SOW which once agreed between and signed by both parties, shall be incorporated into and form part of this Agreement. Each SOW shall set out details of the Services to be provided by the Consultancy in relation to the relevant Campaign.

2.3 This Agreement shall commence on the Commencement Date and shall continue unless terminated by either party in accordance with Clause 17. Parties hereby agree that this Agreement shall be applicable to any services rendered by the Consultant to the Client prior to Commencement Date and which were not rendered pursuant to the Letter of Appointment between Consultancy and 100 Lives Limited dated September 17, 2014.

3 RESPONSIBILITIES OF THE CONSULTANCY

3.1 The Consultancy shall perform the Services with reasonable skill and care, to a standard to be reasonably expected from a competent and professional supplier of public relations services in the United States.

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3.2 Without prejudice to the Services described in the SOW(s) the Consultancy agrees with the Client:

3.2.1 to work diligently to protect and promote the interests of the Client at all times;

3.2.2 to act loyally and faithfully towards the Client in all matters;

3.2.3 to advise the Client of all its key meetings, discussions and correspondence with representatives of the media concerning the Client; and

3.2.4 to co-operate where appropriate with any advertising and/or marketing services agencies engaged by the Client during the Term.

3.3 The Consultancy shall render the Services in timely manner in accordance with plans and timelines agreed from time to time by the parties, and in the absence of such terms shall render its Services within reasonable timelines corresponding to the arrangement of the Campaign. Time is of essence for the Campaign.

3.4 Contact reports providing each party with a written record of all matters of substance discussed at meetings or in telephone conversations between the parties will be supplied by the Consultancy to the Client within five (5) Working Days following the meeting or conversation. If the subject matter of a contact report is not questioned by the Client within ten (10) Working Days of its receipt, then save in the case of manifest error, it will be taken to be an accurate record of the meeting or telephone conversation to which it refers.

3.5 The Consultancy may appoint sub-contractors to perform any of the Services with the Approval of the Client. The Consultancy acknowledges that such sub-contracting shall not release the Consultancy from any of its contractual obligations under this Agreement and the Consultancy shall remain fully responsible for the performance of such Services and the acts and omissions of the sub-contractors, as if such acts or omissions had been performed by the Consultancy itself.

3.6 The Consultancy shall use reasonable care and skill in the selection and appointment of suppliers and sub-contractors and the agreement of the terms and conditions of such appointment. Should the Client request, the Consultancy will obtain more than one quote for a particular supply and discuss these with the Client before placing an order. The Consultancy shall obtain the Client's Approval before commissioning services from any company (other than an Affiliate of the Consultancy) in which the Consultancy has a financial interest.

3.7 The Consultancy shall, at Client's expense, provide all reasonably necessary assistance to the Client that may be required to in order to defend Intellectual Property Rights subsisting in the Consultancy Materials and in any other products of the Services against any third party intellectual property infringement or any other claims, including by means of provision of necessary documents and information and by means of allocating time and participating in relevant negotiations or dispute resolution procedure.

4 RESPONSIBILITIES OF THE CLIENT

4.1 The Client undertakes promptly to provide the Consultancy with all information, assistance and materials that the Consultancy reasonably requests from time to time to facilitate the proper and timely performance of the Services (**"Client Materials"**) and shall provide the Consultancy with a non-exclusive, royalty free and world-wide licence (with a right to sublicense to sub-contractors where approval has been given under clause 3,4) to use the Client Materials and, any Third Party Materials assigned or licensed to the Client pursuant to clause 13.2, save that where the Third Party Materials are licenced to the Client such use by the Consultancy and the sub-contractors shall be only as permitted in such licence from such third party, for the purpose of this Campaign. In particular (but without limitation and without prejudice to the obligation on the Consultancy to fully provide the Services) the Client shall use reasonable commercial endeavours to:

4.1.1 notify the Consultancy of any inquiries related to the Campaign(s) from any of the media;

4.1.2 advise the Consultancy well in advance of any major events in the Client's business such as the launch of a new product or service and/or the opening of any new premises, in each case relating to the Campaign; and

4.1.3 to permit the Consultancy (by its representatives) to attend meetings, when reasonably necessary, with any advertising and/or marketing services agencies and other advisers engaged by the Client.

4.2 The Client warrants that:

4.2.1 To the best of its knowledge and belief, all information provided by it to the Consultancy shall be accurate and complete and not in any way contrary to applicable laws and regulations; and

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4.2.2 Where the Client provides Client Materials or Third Party Materials for use in any Campaign, the Consultancy may use such information, and any photography, artwork, literature or other materials without recourse to any third party save that in respect of any Third Party Materials licenced by the Client. However, the Consultancy acknowledges that the Client shall not be liable under this Clause 4.2.2 for any breach of warranty caused by the use of Third Party Materials licensed by the Client otherwise than in accordance with the relevant licence terms applying to such materials and notified in advance by the Client to the Consultancy.

4.3 The Client agrees not to discuss the Campaign(s) to any reasonably significant extent with any representative of the media in a manner that is inconsistent with the media plan, plan of Campaign, or other materials relating to the Campaign as approved by the parties from time to time.

5 FEES

5.1 The Consultancy's Fees for the Services shall be set out in the Schedule to the Letter of Appointment and the fees for any subsequent Campaign shall be set out in the relevant SOW.

5.2 If it is agreed that work shall be undertaken outside the Territory, or that the Consultancy shall provide services that are outside the scope of the Services, or that the scope of an agreed Campaign shall be extended, the Consultancy reserves the right to charge a further fee for any such additional work. Any such additional fee shall be subject to the Client's prior written Approval.

6 OPERATING EXPENSES AND PROGRAMME COSTS

6.1 In addition to the Fees, the Consultancy shall charge the Client for the items set out in Clauses 6.3, 6.4 and 6.5 below, providing such expenses are properly evidenced and (i) set out in the SOW or (ii) are reasonably incurred and approved in accordance with Clause 6.2. In case Consultancy and Client agree a fixed-fee retainer, that covers the Fees and any of the items described in Clauses 6.3, 6.4 and 6.5, then amount(s) of Fees and such items chargeable to the Client shall not exceed the amount(s) set forth by the relevant fixed-fee retainer. In exceptional cases, when provision of the Services requires the Consultancy to incur a significant individual expense that could not have been reasonably anticipated when parties agreed the fixed-fee retainer and that will result in exceeding of the agreed monthly amount of fixed-fee retainer, or in case of increase of scope of Services requested by the Client, the parties may agree in writing concerning reimbursement of such expense by the Client in addition to the amount fixed-fee retainer.

6.2 For expenses to which Clause 6.1(ii) applies, such sums and Expenses shall be subject to the Client's prior Approval where they are individually more than USD 150 or in aggregate more than USD 10,000 in any calendar month. The Client shall not unreasonably withhold its approval under this Clause 6.2.

6.3 **House/Office Costs**: General costs including postage and packaging, telephone calls and faxes, general stationery and photocopying, general subscriptions, newspapers and storage (**"House/Office Costs"**) reasonably incurred by the Consultancy in the performance of the Services, other than Expenses and Programme Costs (as defined in this Agreement), shall be charged to the Client on a monthly basis at a rate set out in the Letter of Appointment.

6.4 **Expenses**: Other expenses including couriers, media monitoring, specialist subscriptions, travel, accommodation and subsistence (in accordance with the Client's travel policy, if any) (**"Expenses"**) incurred specifically in the performance of the Services, other than House/Office Costs and Programme Costs (as defined in this Agreement) shall be charged to the Client at cost.

6.5 **Programme Costs**: Costs for goods and services bought from third party suppliers on behalf of the Client, (other than House/Office Costs and Expenses) including Third Party Materials, photography, reproduction, artwork, design, printing, advertising, market research, exhibition and display materials, press distribution and major mailings, artist/celebrity fees, evaluation, venues and any other third party costs Approved by the Client in advance (**"Programme Costs"**) shall be charged to the Client at cost. Any claims or refunds of Programme Costs agreed by the parties shall be paid to the Client in full.

7 PAYMENT TERMS

7.1 Fees, Operating Expenses and Programme Costs shall be invoiced monthly in arrears, unless otherwise stated in the Letter of Appointment or the relevant SOW, if any.

7.2 Subject to Clause 7.3, all invoices properly rendered by the Consultancy shall be due and payable within 30 days of receipt by the Client.

7.3 All sums referred to in this Agreement shall be payable in full without deduction, withholding or set-off and are exclusive of VAT and any other duty or tax which shall (if and to the extent applicable) be payable by the Client save that the Client may withhold that part of sums due under any invoice which are the subject of a bona fide dispute.

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7.4 The Client shall be liable to pay interest on any overdue amount not withheld pursuant to clause 7.3 at an annual rate of 0.5% per annum above the base rate of JP Morgan Bank from time to time, which interest shall accrue on a daily basis from the date payment becomes due until the date that the Consultancy has received payment of the overdue amount together with all accrued interest.

8 **APPROVALS AND AUTHORITY**

8.1 After obtaining Approval of Campaign plans, the Consultancy shall submit to the Client for specific approval:

8.1.1 draft press releases, articles, photographs and captions; and

8.1.2 copy, layouts, artwork and/or scripts; and

8.1.3 estimates of the cost of the various items of the Campaign.

8.2 Approval by the Client of drafts and proofs shall be taken by the Consultancy as authorisation to proceed to publication and Approval of estimates provided by suppliers shall be the Client's authorisation for the Consultancy to enter into contracts with such suppliers on the basis of such estimates but does not diminish or extinguish the Consultancy's responsibility or liability therefor.

8.3 The Consultancy shall take all reasonable steps to comply with any requests from the Client to amend or halt any plans or to cancel any schedules or work in progress, insofar as this is possible within the scope of its contractual obligations to its suppliers. The Consultancy shall inform the Client of any irrevocable or un-refundable charges and any additional costs and expenses that will be incurred as the result of the said amendment, halting or cancellation prior to taking steps for complying with the Client's aforementioned requests Any amendments or cancellation shall be implemented by the Consultancy provided that the Client shall be responsible for any costs or expenses incurred or to which the Consultancy is irrevocably committed prior to, or as a result of, the cancellation or amendment. The Client shall also pay the Consultancy's Fees in relation to all Services provided up to cancellation or amendment and all amounts, as well as any irrevocable or un-refundable charges imposed on the Consultancy by third parties or expenses incurred by the Consultancy in each case arising from the cancellation or amendment. The Client shall not be responsible for such fees if the amendment or halting of schedules or work in progress was caused by the act or omission of the Consultancy or subcontractors.

8.4 The Client will promptly notify the Consultancy if the Client considers that any statement made in any document submitted by the Consultancy to the Client for Approval is incorrect or misleading in any way or is likely to give rise to any claim or action against the Consultancy, whether for defamation or otherwise. For the avoidance of doubt, the Client's obligation to notify set forth above does not require that the Client shall perform backgrounds check or any verifications of the mentioned statements and documents in each case.

8.5 The Client shall indemnify and keep indemnified the Consultancy from and against any and all proceedings, claims, losses, costs, expenses (including legal costs and expenses) and liabilities which the Consultancy may incur or sustain arising from any third party claim that the use of any Client Material or Third Party Material provided by the Client in any press releases, publications or other material prepared for the Client by the Consultancy and Approved prior to publication or transmission infringes the Intellectual Property Rights of a third party, save that in respect of any Third Party Material licenced by the Client from a third party where the relevant licence terms obtained by the Client from the third party (including the terms of any indemnity) have been made available to the Consultancy in advance of the Consultancy's use of such Third Party Material, such indemnity shall be limited to the indemnity the Client receives from such third party and is able to provide to the Consultancy.

8.6 The Consultancy shall defend, indemnify and keep indemnified the Client from and against any and all proceedings, claims, damages, losses, costs, expenses (including legal costs and expenses) and liabilities which the Client may incur or sustain arising from any third party claim that the use in accordance with this Agreement of any Consultancy Materials or any Third Party Material procured by the Consultancy and provided by the Consultancy to Client hereunder and which are intended for public dissemination infringes Intellectual Property Rights of a third party, save that in respect of any Third Party Material licenced by the Consultancy from a third party, such indemnity shall be limited to the indemnity the Consultancy receives from such third party and is able to provide to the Client. Third Party Materials procured by the Consultancy shall mean any Third Party Materials which Consultancy sourced and elected to incorporate in the Campaign and licensed from a third party or assigned to the Client as provided for in clause 13.2.

9 **USE OF WORK**

9.1 Subject to Clause 9.2, work carried out as part of the Services (i) shall not be used by the Client for any purpose other than that for which it was commissioned and (ii) may not be used unless approved. Draft or incomplete work shall not be used or published as finished work without the Consultancy's prior written approval.

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9.2 Client may use any work carried out as part of the Services for a purpose other than that for which it was commissioned provided that:

9.2.1 the Consultancy shall have no liability to the Client (including without limitation as a result of the use of Third Party Material) in respect of such use; and

9.2.2 the Client shall keep the Consultancy full indemnified against any costs, claims, proceedings or demands from a third party arising as a result of such use.

10 MODIFICATIONS

10.1 Subject to Clause 10.2, no modifications or alterations to any work created for the Client may be made without the Consultancy's prior written consent, which shall not be unreasonably withheld, delayed or subject to any further condition.

10.2 Client may modify or alter work carried out as part of the Services provided that:

10.2.1 the Consultancy shall have no liability to the Client (including without limitation as a result of the use of Third Party Material) arising from the use of such modifications and/or alterations; and

10.2.2 the Client shall keep the Consultancy full indemnified against any costs, claims, proceedings or demands from a third party arising as a result of such use.

11 RELATIONSHIP EVALUATION

11.1 The parties will conduct a full two-way evaluation and review of their relationship at such intervals as agreed between the parties. Any resulting changes agreed to the Services, the remuneration or any other aspect of this Agreement shall be agreed in writing, failing which the arrangements in place at the time of the evaluation, including (without limitation) those concerning the Consultancy's remuneration, will continue to apply.

12 AUDIT

12.1 The Consultancy shall maintain Records in respect of all expenditure that is reimbursable by the Client under this Agreement.

12.2 The Consultancy will allow the Client, through the means of its own personnel or by an Independent Auditor, access to all the Records during the Term and for twelve (12) months afterwards. Any such access for the purposes of auditing or otherwise inspecting the Records shall be on not less than fourteen (14) days' written notice at any time during normal business hours provided that, in the absence of exceptional circumstances, the Consultancy shall not be obliged to allow such access or inspection more than once during any twelve (12) month period.

12.3 The Client and the Consultancy shall meet together with the Independent Auditor not less than three (3) Working Days prior to the start of any audit and agree the scope of that audit in writing. Should any audit or inspection of the Records by the Client reveal that the Client has been overcharged, the Consultancy shall reimburse to the Client the amount of the overcharge within fourteen (14) days.

12.4 Once the Records for any period have been inspected by the Client in accordance with this Agreement, the Client shall not inspect the Records for that period again unless there are reasonable grounds to suspect fraudulent activity has occurred. For the avoidance of doubt, this right of audit shall not extend to payroll and personnel records, or records relating to any of the Consultancy's other clients.

12.5 The Consultancy will afford to the Client all reasonable assistance in the carrying out of such audit. The Client and its auditor will ensure that any information obtained in the course of the audit concerning the Consultancy's business is kept in the strictest confidence and not used for any purpose other than the proper conduct of the audit.

13 COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

13.1 It is the intention of the parties that the Client should own the Intellectual Property Rights in any and all Consultancy Materials and shall own or, if not reasonably practicable to acquire ownership, at least have sufficient Intellectual Property Rights in the Third Party Materials to be able to modify, adapt, translate and re-use the Third Party Materials, in whole or in part, in any the Territories and via the Internet without restriction, in each case without any further payment or royalty.

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13.1.1. The Consultancy hereby assigns to the Client all of its existing and future Intellectual Property Rights in any and all Consultancy Materials (whether or not Approved) and all materials embodying such rights to the fullest extent permitted by law. Insofar as such Intellectual Property Rights do not so vest by operation of law or under this Agreement, the Consultancy holds title in such Intellectual Property Rights on trust for the Client.

13.1.2. The Consultancy shall, at Client's expense, further do all reasonable acts necessary to confirm and validate ownership of all such Intellectual Property Rights in in the Consultancy Materials that have passed, or will pass, to the Client.

13.1.3. The Client confirms further reasonable remuneration or compensation other than the compensation included in the Fee is or may become due to the Consultancy in respect of the performance of Consultancy's obligations set forth in Section 13.1.2 above.

13.1.4. The Consultancy waives any Moral Rights in the Consultancy Materials and any products of the Services to which it is now or may at any future time be entitled, and agrees not to institute, support or maintain any action or claim to the effect that any treatment, exploitation or use of the Consultancy Materials and any products of the Services infringes the Consultant's Moral Rights.

13.2 The Consultancy shall inform the Client as soon as possible if it intends to incorporate any Third Party Material in the Campaign(s). The Consultancy will use all commercially reasonable endeavours to obtain an unconditional written assignment with full title guarantee to the Client of all Intellectual Property Rights in any such Third Party Materials at pre-agreed cost to the Client. The Consultancy shall notify the Client in writing if no such assignment of the Rights in such Third Party Materials can be obtained on reasonable terms. The Client shall then decide whether it still wishes the relevant Third Party Materials to be used in the Campaign(s), and if so, the Consultancy shall, at Client's expense, use all commercially reasonable endeavours to obtain for the Client from the owner of such rights a licence to those usage rights that Client reasonably requests Consultancy to obtain. The Client shall sub-licence any Third Party Materials that it licences under this Clause 13.2 to the Consultancy for the purposes of the Campaign.

13.3 Unless otherwise agreed, the Consultancy shall ensure that all Moral Rights in the Third Party Material are waived, but if this is not possible, the Consultancy will discuss this with the Client in advance of concluding the relevant commissioning contract and its obligation shall be to proceed as agreed.

13.4 The Client grants the Consultancy a revocable, limited, nonexclusive license to use any of the Consultancy Materials for the purposes of internal training or, with the Client's prior consent (such consent not to be unreasonably withheld or delayed), in the promotion of the Consultancy.

13.5 The Consultancy warrants to the Client that, unless Client has given its written permission for the applicable use:

13.6.1. it has not given and will not give permission to any third party to use any of the Consultancy Materials;

13.6.2. it is unaware of any use by any third party of any of the Consultancy Materials or Intellectual Property Rights in such objects.

14 CONFIDENTIAL INFORMATION

14.1 The parties acknowledge a duty not to disclose during or after the Term, without the other's prior written permission any confidential information either concerning the other's business, its business plans, customers or associated companies or resulting from studies or surveys commissioned and paid for by the Client (whether or not marked 'Confidential'), except where such disclosure is to an Affiliate, sub-contractor, employee or representative and that such party is bound by terms equivalent to this Section 14. The parties also acknowledge that the terms and conditions of this Agreement including (without limitation) those relating to the Consultancy's remuneration are confidential information and cannot be disclosed without the prior written approval of the other party, except to an Independent Auditor pursuant to an audit in accordance with Clause 12 of this Agreement. The parties also acknowledge that Consultancy Materials (whether or not Approved) are not Confidential information belonging to the Consultant.

14.2 During and after the Term, the Consultancy acknowledges its responsibility to treat with complete confidence all the marketing and sales information and statistics relating to the Client's business with which the Client may supply the Consultancy in the course of any work for the Client.

14.3 In this Clause 14 "Information" shall be used to describe the categories of information referred to in sub-Clauses 14.1 and 14.2.

14.4 The Consultancy shall, where so requested by the Client, impose obligations in terms equivalent to those in sub-Clauses 14.1 and 14.2 on its own personnel and obtain written assurances from any third parties to whom Information has to be disclosed in order to enable the Consultancy to carry out its obligations under this Agreement.

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14.5 For the avoidance of doubt, the restrictions in this Clause 14 shall not prevent:

14.5.1 the disclosure or use of Information in the proper performance of the Consultancy's duties;

14.5.2 the Client's use of the Consultancy Materials;

14.5.3 the disclosure of Information if required by law;

14.5.4 the disclosure of Information which has come into the public domain otherwise than through unauthorised disclosure; or

14.5.5 the Client's use or disclosure of the Third Party Materials in accordance with the relevant licence terms.

14.6 The Client acknowledges that nothing in this Agreement shall affect the Consultancy's right to use as it sees fit any general intelligence gained by the Consultancy in the course of its appointment.

14.7 Following consultation with the Client, the Consultancy may advertise or publicly announce that it is undertaking work for the Client pursuant to this Agreement, subject to obtaining the Client's prior approval, such approval not to be unreasonably withheld or delayed.

15 **LIABILITY**

15.1 Without limiting the provisions of clause 8.6, the Consultancy warrants that to the best of its knowledge and belief the Consultancy Materials which are intended for public dissemination,, shall be original works created by the Consultancy and they shall not infringe the Intellectual Property Rights of any third party or be in any other way contrary to any applicable laws or regulations other than as contained in any legal or other advice provided to the Consultancy and communicated in writing to the Client prior to use or incorporation of the Consultancy Material into the Campaign. Consultancy warrants that the

15.2 The Consultancy warrants that its personnel working on the Services are and shall be competent and suitable in every respect, whether as to qualifications, experience or otherwise, to perform the Services.

15.3 Nothing in this Agreement shall exclude or in any way limit the Consultancy's liability for fraud or for death or personal injury caused by its negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law. Subject to this:

15.3.1 the Consultancy shall not be liable for: (i) any loss or damage suffered by the Client arising out of or in connection with any act, omission, misrepresentation or error made by or on behalf of the Client or where the Consultancy does not perform its obligations due to a reason beyond the Consultancy's reasonable control; or (ii) any misrepresentation or erroneous or inaccurate information given by the Client, or on Client's behalf, which directly affects the Consultancy Materials or the Third Party Materials Approved by the Client;

15.3.2 the Consultancy shall not be liable for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence) breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known; and

15.3.3 save as provided in clause 8.6, the Consultancy's maximum aggregate liability to the Client under or in connection with this Agreement whether such claim arises in contract or in tort (including negligence), or otherwise shall in no circumstances exceed the greater of three times the fees paid or payable to the Consultancy in the preceding year and $1,000,000.

15.4 This Agreement states the full extent of the Consultancy's obligations and liabilities in respect of the Consultancy Materials, Third Party Material and the performance of the Services. The parties agree that any condition, warranty, representation or other term concerning the Consultancy Materials, Third Party Material and/or the performance of the Services which might otherwise be implied into or incorporated in this Agreement, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by law.

15.5 **Client's Property**: The Consultancy shall take reasonable care of any property belonging to the Client and made available to the Consultancy for the purpose of this Agreement and shall mark or otherwise identify the property as being the property of the Client. Subject to the foregoing, such property shall be at all times at the sole and entire risk of the Client, and the Consultancy shall not be subject to any other liability for it other than as a result of the Consultancy's negligence.

15.6 Both parties shall be under a duty to mitigate their losses.

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16 EMPLOYMENT RESTRICTION

16.1 During the Term and for six (6) months after termination of this Agreement, neither party shall, without the written consent of the other, solicit or entice (either directly or indirectly) or attempt to solicit or entice (or authorise the taking of such action by any other person) any person who is employed by the other or has been employed by the other during the preceding six (6) months, and who has been involved with the Services under this Agreement, to terminate their employment with the other party.

16.2 Clause 16.1 above shall not apply where such solicitation or enticement was the result of no-name recruitment advertisements.

17 TERMINATION

17.1 This Agreement shall terminate on completion of the Services.

17.2 The Client may terminate this Agreement by service of notice thirty (30) days in advance.

17.3 The Consultancy may terminate the Agreement by service of notice ninety (90) days in advance. The parties shall (acting reasonably) agree within 7 days of such notice the current work that should reasonably be completed before transfer to a replacement provider. Notice shall not be effective until the later of the end of such ninety (90) day period and completion of the work agreed under Clause 17.3. In the event of termination under this Clause 17.3 the Consultancy shall provide all reasonable assistance to the Client to enable the remaining Services to be transferred to an alternative provider. Such assistance shall be provided at no cost.

17.4 If payment is not made by the Client to the Consultancy in accordance with Clause 7 above and the Client shall not have remedied the breach within thirty (30) days of written notice to do so, the Consultancy shall have the right to terminate this Agreement immediately by service of notice in writing.

17.5 In addition to the Consultancy's rights under Clause 17.4, either party may terminate this Agreement forthwith upon written notice to the other in the event of:

17.5.1 any material breach of this Agreement by the other party, which breach is not remedied (if capable of remedy) within thirty (30) days after the service of a written notice specifying the nature of the breach and the steps required for its remedy; and/or

17.5.2 the other party becoming insolvent, entering into liquidation, whether voluntary or compulsory, passing a resolution for its winding up, having a receiver or administrator appointed over the whole or any part of its assets, making any composition or arrangement with its creditors or taking or suffering any similar action in consequence of debt; or ceases or threatens to cease to carry on business.

17.6 The termination of this Agreement shall be without prejudice to the accrued rights of either party in respect of any prior breach of this Agreement, including (without limitation) the liability of the Client to the Consultancy for all Fees, Operating Expenses and Programme Costs due in respect of Services performed up to the effective date of termination.

17.7 Upon the termination or expiration of this Agreement, at no additional cost to the Client, the Consultancy shall (and shall ensure that its Affiliates, any other relevant agents or sub-contractors shall) promptly deliver to the Client (or a nominee of the Client) all Consultancy Materials (whether Approved or otherwise) which are in its possession or control any all Confidential Information of the Client.

17.8 Upon the termination or expiration of the Agreement, all materials related to the Campaign will be deemed Accepted by the Client for the purposes of Clause 13.

18 FORCE MAJEURE

18.1 Neither party shall be liable for any delay in performing or failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control (hereinafter, an "**Event of Force Majeure**") provided the same arises without the fault or negligence of such party. Each party shall use its reasonable endeavours to minimise the effects of any Event of Force Majeure.

18.2 Immediately upon becoming aware of any Event of Force Majeure, the affected party shall notify the other party of the manner and extent to which its obligations are likely to be prevented or delayed and the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the Event of Force Majeure.

18.3 If any Event of Force majeure continues for a period of or exceeding two months, either party may terminate this Agreement with immediate effect on giving written notice to the other party and neither shall be liable to the other for such termination.

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19 COMPLIANCE WITH THE DATA PROTECTION ACT AND OTHER LAWS

19.1 In performing its obligations under this Agreement, each party shall comply with the requirements of all applicable legislation in force from time to time including, without limitation, the Data Protection Act 1998 and any applicable legislation relation to data protection and privacy in any Territory.

19.2 Without prejudice to any other indemnity under this Agreement, the Client hereby agrees to indemnify the Consultancy (including its directors, officers and employees) against all losses, damages, liabilities and expenses (including legal expenses) which the Consultancy may incur or sustain directly or indirectly as a result of any claims, demands, civil or criminal proceedings or disciplinary action brought against the Consultancy by the Financial Services Authority or any other person or organisation which arise as a result of or in connection with any of the Financial Information, any publication, transmission or release of the Financial Information or any breach by the Client of the terms set out in this Clause 19.

20 SURVIVAL

20.1 The following Clauses shall survive the end of the Term:

Clause	13	Copyright and other Intellectual Property Rights
Clause	14	Confidential Information
Clause	15	Liability
Clause	16	Employment Restriction
Clause	19	Compliance
Clause	21	Notices
Clause	22	Dispute Resolution
Clause	23	General

21 NOTICES

21.1 Any notice, invoice or other communication which either party is required or permitted by this Agreement to serve on the other party shall be sufficiently served if sent to the other party at its specified address at Clause 1 (or such other address as is notified to the other party in writing) as follows:

21.1.1 by hand;

21.1.2 by registered or first class post or recorded delivery; or

21.1.3 by fax or email, provided in either case a receipt of successful delivery or transmission is received.

21.2 Notices sent by registered post or recorded delivery shall be deemed to be served three (3) Working Days following the day of posting. Notices sent by fax shall be deemed to be served on the day of transmission if transmitted before 4.00 p.m. on a Working Day, but otherwise on the next following Working Day. In all other cases, notices are deemed to be served on the day when they are actually received.

22 DISPUTE RESOLUTION

22.1 Subject to Clause 22.3, if any claim or dispute arises under or in connection with this Agreement, the parties shall attempt to settle such claim or dispute by negotiation prior to commencing legal proceedings.

22.2 If any claim or dispute cannot be settled by negotiation, within twenty one (21) days after either party has made a written offer to the other party to negotiate a settlement to such claim or dispute, the parties may attempt to resolve the claim or dispute, if appropriate, in accordance with the American Arbitration Association Model Rules and Procedures. If the parties have not settled any claim or dispute by mediation within forty two (42) days from the initiation of the arbitration, the dispute shall be referred to and finally resolved by the courts in accordance with Clause 23.7

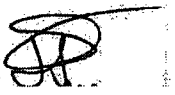
22.3 Nothing in this Agreement shall restrict or exclude the right of either party to seek injunctive relief against the other party or to resolve any dispute in accordance with Clause 23.7 without prior negotiation or mediation.

23 GENERAL

23.1 A person who is not a party to this Agreement has no rights hereunder to enforce any term of this Agreement.

23.2 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

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23.3 If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

23.4 Any valid alteration to or variation of this Agreement must be in writing and signed on behalf of each of the parties by a duly authorised officer.

23.5 Neither party shall assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it without the prior written consent of the other party, such consent not to be unreasonably conditioned, withheld or delayed. Notwithstanding the above, each party may assign all or any part of this Agreement to any of its Affiliates at any time without the consent of the other party.

23.6 This Agreement and the documents referred to in it (the **"Contractual Documentation"**) constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement, whether oral or in writing. The parties agree that neither of them have been induced to enter into any Contractual Documentation in reliance upon any warranty, representation, statement, agreement or undertaking of any kind (whether negligently or innocently made) of any person other than as expressly set out in this Agreement. The only remedy available to the parties in connection with any statements, representations, warranties and understandings expressly set out in this Agreement shall be for breach of contract as provided in this Agreement. Nothing in this Clause shall, however, operate to limit or exclude any liability for fraud.

23.7 This Agreement shall be governed by and construed in accordance with the laws of the State of New York and each party hereby irrevocably agrees to submit to the exclusive jurisdiction of the Courts of the State of New York over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

Signed on behalf of
100 LIVES Foundation Inc.

Print name:

Job title:

Date:

Signed on behalf of
Daniel J. Edelman, Inc.

~~Robert Rehg~~ Jere J. Sullivan Jr

~~Regional President, DC~~ Vice Chairman International

Date: 10/26/16

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Scope of Work

100 Lives
Scope of Work No. 1

July 1, 2016 – June 30, 2017

Pursuant to the Letter of Appointment ("Agreement") by and between 100 LIVES Foundation Inc. ("Client") and Daniel J. Edelman, Inc., doing business as Edelman ("Consultancy") dated August 17, 2016, this Scope of Work is incorporated into and subject to the terms and conditions of the Agreement. Client and Consultancy, agree to the following:

Description of Professional Services. Consultancy will perform public relations activities in the United States to promote, position, launch, and manage the Aurora Prize for Awakening Humanity campaign in the U.S. Activities will fall into one fixed-fee retainer that encompasses the following activities: strategic counsel, project coordination and overall support around Aurora Prize; media relations and planning, stakeholder engagement, event support, content development, and editorial support of Aurora Prize.

Basis for Compensation. Consultancy shall invoice Foundation at the beginning of each month in accordance with the schedule below. The monthly retainers are based on the services above, so Consultancy shall not be obligated to provide Foundation with hourly billing detail.

Budget. Prior written approval from Foundation is required prior to increasing the retainer below.

Expense Billing. Consultancy shall invoice Foundation the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis. Out-of-pocket expense amounts are not included in the Budget above.

Retainer Billing Schedule.

Month	Retainer
July	$41,667.00
August	$41,667.00
September	$41,667.00
October	$41,667.00
November	$41,667.00
December	$41,667.00
January	$41,667.00
February	$41,667.00
March	$41,667.00
April	$41,667.00
May	$41,667.00
June	$41,667.00
GRAND TOTAL	$500,004.00

100 LIVES Foundation Inc.

Name:

Title:

Date:

Daniel J. Edelman, Inc.

Name: Jose J. Sullivan Jr

Title: VICE CHAIRMAN INTERNATIONAL

Date: 10/26/16

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