

MASTER SERVICE AGREEMENT -

This **MASTER SERVICE AGREEMENT** (including schedule, collectively the "Agreement"), entered into this _____, (the "Effective Date") is between **Interfell, Corp. ("Interfell")**, a corporation registered in the State of Florida with address 5659 Elmhurst circle Oviedo FL 32765, Florida, USA, and, _____, a company/corporation registered in _____, with address _____ (the "Client").

I. SERVICES

1. The Client engages Interfell to perform certain services as more particularly described in the Schedules ("Schedules") as agreed from time to time by the Client and Interfell. Interfell undertakes to perform the services in accordance with the highest professional standards applicable to the provision of the relevant services.

II. FEES

1. Fees. As consideration for the Services to be performed by Interfell, Client will pay Interfell the fees as specified in the Schedules ("Fees").

2. Payments. The Fees shall include all sums due of every kind and description in connection with the performance of the Services. Payment due to Interfell does not include taxes. Any taxes, withholding, transfer costs or duties shall be the sole responsibility of the client. All references to currency and monetary values in this document and, in any Exhibit agreed to by the Parties, shall mean United States (U.S.) dollars.

3. Bank account details. All amounts payable to Interfell under this Agreement will be made through any of the payment methods described below:

- i. PayPal to the following address: paypal@interfell.com.
- ii. Uphold at the following address: Recruiting@interfell.com
- iii. USA Bank Transfer (ACH) or Wire International to the following account::

1. Beneficiary: Interfell Corp
2. Account number: 3874934502
3. Swift / Bic: WFBIUS6S
4. Route number (RTN): 121000248
5. Name of the bank: WELLS FARGO BANK, N.A.
6. Bank address: 420 Montgomery San Francisco, CA 94104

III. INDEPENDENT CONTRACTOR.

1. Interfell is an independent contractor of Client, and this Agreement shall not be construed to create any partnership, association, joint venture, employee or agency relationship between Interfell and Client. The Parties have no authority and shall not presume to have authority to bind the other party or to make any agreements or representations on behalf of the other party without the prior written consent of the other party. Nothing in this Agreement, its schedules, or the relationship between Client, Interfell or Subcontractors shall create a joint employment or joint employer relationship.

IV. CONFIDENTIAL INFORMATION - NON-CIRCUMVENTION.

1. Confidential Information. Both parties may receive information that is proprietary or confidential from the other party or its affiliated companies and its Clients. Both parties agree to hold such information in strict confidence and not to disclose such information to any third party or use such information for any purpose other than to comply with this Agreement or as required by law.

2. Non-Circumvention. Client agrees that the names of candidates and subcontractors that Interfell discloses to Client at any stage of the relationship between the Parties or that form part of this Agreement are part of Interfell's confidential contractor list. Accordingly, the Client agrees not to initiate direct or indirect contact with Interfell's employees, talent and/or subcontractors in connection with opportunities for project execution or employment with the Client or any of its associates, unless Interfell grants approval to do so in writing.

V. PRIVACY OF DATA

1. The Parties shall process any Personal Data that may be stored and/or handled from time to time as required by the Services, in accordance with the applicable laws and regulations of the jurisdiction in which the Personal Data is stored ("Data Privacy Laws"). "Personal Data" shall have the meaning set forth in the applicable Data Privacy Laws.

VI. PROPERTY OF THE WORK PRODUCT

1. Work Product. As part of this Agreement, and without additional compensation, **Interfell agrees and warrants that all rights, title and interest** (including, without limitation, patents and copyrights) in any property, tangible and intangible, and work product, ideas, inventions, discoveries, and improvements, patentable or otherwise, that are conceived/developed/created/obtained or first reduced to practice by Interfell (including, without limitation, any Subcontractor under this Agreement (as agreed from time to time in the Exhibits) for Client in connection with the performance of the Services (collectively referred to as the "Work Product"), including, without limitation, all technical notes, schematics, software source and object code, prototypes, test boards, computer models, artwork, literature, methods Processes, and photographs, **shall vest exclusively in Client.**

VII. DURATION AND TERMINATION

1. This Agreement shall commence on the Effective Date and shall remain in effect for so long as Interfell provides the Services, unless terminated earlier by mutual or unilateral decision. Either Party shall have the right to terminate this Agreement at any time without cause upon thirty (30) days prior written notice to the other Party. Upon expiration or termination of this Agreement for any reason, Interfell shall be entitled to payment for expired or executed Services rendered prior to the effective date of termination.

VIII. IN GENERAL

1. Assignment. The Parties may not assign, transfer, delegate or subcontract this Agreement or any of the Services, in whole or in part, without the prior written consent of the other party. Any attempt to assign or subcontract this Agreement, without such consent, shall be void. Subject to the foregoing, this Agreement shall bind and benefit the Parties and their respective successors.

2. Attorneys' Fees. If any party to this Agreement institutes any legal suit, action or legal proceeding, including arbitration, against the other party with respect to a matter arising out of or relating to this Agreement, the prevailing party in the suit, action or legal proceeding shall be entitled to receive (and the unsuccessful party shall pay, in addition to all other damages to which the prevailing party may be entitled), the costs and expenses incurred by the prevailing party in prosecuting the suit, action or proceeding, including reasonable attorneys' fees and court costs and expenses, even if not recoverable at law.

3. Governing Law. This Agreement, including all Exhibits hereto, and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, USA.

4. Jurisdiction. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties shall resolve the same by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution. All disputes shall be heard by a single arbitrator. The place of arbitration shall be Miami, Florida.

5. FCPA Compliance. It is Interfell's policy to comply fully with the U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1 and 78dd-2 ("FCPA"), and any other applicable anti-corruption laws. Client hereby represents and warrants that it is aware of the FCPA, which prohibits bribery of public officials of any nation.

6. Publicity. CLIENT agrees and consents that, 60 days after having successfully benefited from Interfell's services, INTERFELL may advertise through its social networks and/or media information about the business relationship between the Parties during the term of this

Agreement.

7. Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and the affected provision shall be construed as enforceable to the fullest extent permitted by law.

8. Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

9. Non-Solicitation. During the term of the Agreement, each Party agrees, without the consent of the other Party, directly or indirectly, not to solicit for employment, hire or enter into any consulting or other employment engagement with any employee or subcontractor of the other Party; provided, however, that nothing herein shall prevent either Party from (1) engaging in or utilizing general public solicitation, general advertising, placement searches or similar means not particularly directed to employees or subcontractors of the other Party and its Affiliates or (2) engaging any employee or subcontractor of the other Party whose relationship with such other Party has been terminated for at least 180 days prior to such engagement, unless the counterparty grants prior written approval to do so.

10. Notices and Notices. All notices required or permitted under this Agreement shall be in writing, shall refer to this Agreement and shall be deemed given when sent by e-mail.

11. Counterparts. This Agreement may be executed electronically in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior communications and documents between the parties with respect to the same subject matter and may not otherwise be modified or amended except by an additional document executed by both parties that makes specific reference to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the Effective Date.