

Business Incubator Program Agreement

This is an agreement between _____, doing business as _____ (Hereafter referred to as a Participant) and Global Marketing Resources, LLC (Hereafter referred to as GMRHQ) entered into for the purpose of admitting the Participant into the Business Incubator Program and to mutually agree on the terms and conditions of such admittance for the Participant.

In accepting admittance to the Business Incubator Program the Participant understands and agrees to all provisions and stipulations of the program as set forth in this document. The Participants agrees to duly and faithfully adhere to these said provisions while participating in the program in order to receive and the benefits of the Program. Failure to do so will result in removal from the program and requiring of reimbursement to the GMRHQ for any expenditure done by GMRHQ towards admittance of such Participant in the program.

1. Acceptance of Agreement.

You agree to the terms and conditions outlined in this Agreement. This Agreement constitutes the entire and only agreement between GMRHQ and Participant, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Business Incubator Program, the content, products or services provided by us and the subject matter of this Agreement. This Agreement may be amended at any time by GMRHQ from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to availing our services.

2. Services.

Below is a list of services (A to G) that GMRHQ can provide to the Participant for a fee. Participant and GMRHQ shall determine which specific services best fit the needs of the Participant and negotiate the fees associated with these services in a separate contract.

A. Business & Marketing Strategy Services: GMR works with you to create a well-defined business plan and marketing strategy based on extensive market research, competitive analysis, and your GMRHQ's specific objectives.

- Develop Business Plan and Strategic Marketing Plan for the U.S.
- Comprehensive Business Training
- U.S. Market Research & Competitive Analysis
- Go-to Market / Launch Strategy
- Strategic Partnerships Identification & Introduction
- Lead Generation & Sales Support
- Management Team Setup
- Advisory Board & Mentors

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B. Business Operation Services: The “U.S. virtual office” is a thing of the past! GMR helps with your GMRHQ set up and all the State and City licensing paperwork that follows. Participant will be provided office space equipped with phone and fax, computers, conference area, secretarial and call-answering services, and we assist you in setting up your bank account and line of credit.

- Company Setup – Sole Proprietor, LLC, C Corp, S Corp
- Bank Account Setup
- State and City Business License
- Line of Credit
- Merchant Services
- Office Space – Full Service Independent Office and Cubicles
- Office Management Services
- Employee Hiring – Hourly & Full Time
- Secretarial Services – Airport Pickup, Hotel Accommodation, Apartment Rental, DMV
- Bookkeeping Services

C. Legal Services: GMRHQ will assist you in any business contracts, employment agreements, trademark or intellectual property handlings and to ensure that you are in regulatory compliance with State and Federal requirements.

- Business Contracts – NDA, NCA, Master Services Agreement, 1099, Corp to Corp etc.
- Visa Services – EB5 (Investment Visa), H1B, L1, Green Card, Citizenship
- Employment Agreements
- Intellectual Property
- Trademark
- Regulatory Compliance

D. New Media Marketing Services: GMRHQ provides website development based on extensive market research and trend analysis, website hosting, and maintenance. As a Digital Marketing Agency and Certified Google Partner, GMRHQ offers a full suite of web marketing services, designed around your customized marketing strategy.

- Website (RWD) Design and Development, Hosting, Maintenance
- Custom Content Management System
- PowerPoint Presentation Skills Training
- Market Research & Trend Analysis
- Complete Web Strategy (SEO, SEM, SMM, SMO, PPC) & Execution
- Certified U.S. Google Partner

E. Traditional Marketing Services: Aside from their online marketing tactics, GMRHQ will also provide advertising, direct mail and press releases services. They will assist you in locating trade shows and event planning that will help you most cost-efficiently reach your target market.

- Advertising – TV, Radio, Print
- Direct Mail – Postcard, Letters, Coupons etc.
- Signage/Logo
- Tradeshow Identification, Collateral Materials and Sales Support
- Public Relations
- Print Collateral -- Brochure/Catalogs
- Event Planning
- Lead Generation and Sales Support

F. Accounting, Tax & Financial Management Services: GMRHQ will assist you in all month-to-month as well as year-end accounting and filings such as monthly bill pay, P&L statements, employee payroll, quarterly end reporting, year-end 1099 processing and Federal & State tax filing.

- Reminder Email/Phone Calls for Accounts Receivables
- Vendor Account Management & Bill Pay Through Check and EFT
- Employee Payroll Services
- Federal & State Payroll Tax Processing
- Regular Bill Payment (Credit cards, rent check, phone, internet and other office expenses)
- Bank Reconciliation
- Monthly P&L and Balance Sheet
- Management Reporting on Cash Flow and Funds Flow
- Quarter End Reporting to Federal & State authorities
- Year End 1099 Processing
- Year End Federal & State Tax Filing

G. Training Services: GMRHQ provides sales and marketing training, what “voice” to use in speaking to U.S. customers, as well as training on accounting software, invoicing your customers and more.

- Accounting & Invoicing Software - QuickBooks Training
- Sales & Script Training
- National & Regional U.S. Market Training by Consumer Psychology Expert
- PowerPoint Presentation Skills Training
- Strategy, Branding, Product Positioning Training

3. Fees.

GMRHQ will charge the following fees to provide services to the Participant.

- One time non refundable Incubation Membership Fee of US \$5,000
- Fees for services mentioned above shall be based on number and extent of services to be availed by the Participant

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4. Independent Advisors.

Participant may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the university, and others (collectively, "Independent Advisors"). These Independent Advisors are not employees or agents of GMRHQ, and they will not be bound by this Agreement or the other Participant Documents. Participant acknowledges and agrees that GMRHQ shall not be held liable for the acts or omissions of these Independent Advisors.

5. No Guarantee of Results.

Participant acknowledges and agrees that GMRHQ cannot guarantee that Participant's business will succeed. GMRHQ makes no representation as to the commercial utility of its recommendations or that the use of such recommendations will not infringe on any intellectual property rights of others. Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Participant hereby waives and covenants not to sue GMRHQ or its employees, agents, contractors, or other representatives for any claim related to such matters.

6. Independent Contractor Status.

Neither party is, nor shall be deemed to be, an employee, agent, partner, or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of or on behalf of the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

7. Insurance.

Participant shall maintain insurance in such types and amounts customary for and necessary to protect and insure against the type of risks involved with the type of business operated by Participant, including but not limited to, as applicable, general property and casualty, workers compensation, directors and officers, and product liability insurance. Upon request, Participant shall provide GMRHQ with a certificate of insurance for all insurance coverage maintained by Participant.

8. Unlawful Activity.

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

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9. Indemnification.

Participant agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

10. Nontransferable.

Your right to use the Incubation Services is not transferable or assignable.

11. Disclaimer.

THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE SITE OR OTHERWISE ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, INACCURACIES, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE AND THE PRODUCTS, SERVICES, DOCUMENTS AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

12. Limitation of Liability.

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of

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either party.

13. Legal Compliance.

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of GMRHQ Incubator Services and the Content and Materials provided therein.

14. Miscellaneous.

This Agreement shall be treated as though it were executed and performed in California, and shall be governed by and construed in accordance with the laws of the State of California (without regard to conflict of law principles). Any cause of action by you with respect to the Site (and/or any information, Documents, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 16 and Section 17. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. This Agreement and all incorporated agreements and your information may be automatically assigned by us in our sole discretion to a third party in the event of an acquisition, sale or merger. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.

15. Arbitration.

Any legal controversy or legal claim arising out of or relating to this Agreement or our services, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to, intellectual property, and our services, shall be settled solely by binding arbitration in accordance with the commercial arbitration rules of American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in California and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or we may seek any interim or preliminary relief from a court of competent jurisdiction in California necessary to protect the rights or property of you and us pending the completion of arbitration. Each party shall bear one-half of the arbitration fees and costs incurred through American Arbitration Association.

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16. Termination.

- a. Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party; provided, however, that Participant may not terminate this Agreement prior to the expiration of the Initial Term of the Lease Agreement (as such term is defined in the Lease Agreement).
- b. Either party may terminate this Agreement in the event the other party (i) breaches any of the terms and conditions of this Agreement and (ii) fails to cure completely such breach within five (5) calendar days.
- c. GMRHQ may terminate this Agreement immediately and without notice if any of the representations and warranties set forth were false or misleading in a material respect as of the date of this Agreement.

17. General.

- a. Execution in Counterparts. For the convenience of the parties, this Agreement may be executed in two or more counterparts, in the original or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- b. Notices. All notices that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and personally delivered, e-mailed, or mailed by registered or certified mail (postage prepaid) as follows:

If to GMRHQ:

Address: 2552 Walnut Avenue, Suite 110, Tustin, CA 92780

If to Participant:

or to such other address as either party shall have designated by notice in writing to the other.

- c. No Third-Party Rights. None of the provisions of this Agreement or any of the other Participant Documents shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either party.

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- d. Waivers. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision, or of any further breach of the provision so waived or of any other provision, of this Agreement. No extension of time for the performance of any obligation or act under this Agreement shall be deemed an extension of time for the performance of any other obligation or act.
- e. Entire Agreement/Amendments. This Agreement, together with the other Participant Documents, constitutes the entire agreement between the parties with respect to the subject matter covered and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the covered subject matter. This Agreement may not be amended, modified, or changed in any respect without the written consent of the parties.
- f. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.
- g. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, this Business Incubator Program Agreement has been executed by the parties on _____ day of _____ 2014.

Participant:	GMRHQ
Signature:	Signature:
Name:	Name:
Title:	Title:
Address:	Address: 2552 Walnut Avenue Suite 110, Tustin, CA 92780

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