



SERVICE AGREEMENT

RECITALS

A. **WHEREAS** FP provides clients with electronic commerce services including, but not limited to, risk and profitability analysis and transaction management.

B. **WHEREAS** the Client desires for FP to provide, and FP desires to provide to Client, certain services for the Business for the consideration and on the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. FP Obligations

1.1 FP Services. Subject to Client's compliance with the terms and conditions of this Agreement, FP will provide Client with:

- (a) Access to the FlexPay Transaction system;
- (b) Decline Salvage services.

1.2 FP Customer Support. Throughout the Term, FP shall provide to Client the appropriate customer support in order to address any identified issues or inaccuracies within a reasonable delay.

2. Client Obligations.

2.1 Technical Requirements. Throughout the Term, Client will:

- (a) initiate a real-time FlexPay Transaction through the FlexPay Transaction system;
- (b) provide FP with IS Updates for all FlexPay Transactions;

- (c) Submit a file which includes all Transactions in which Merchant desires FP to attempt to salvage declines; and
- (d) Provide FP access to Merchant Processor accounts providing FP with access and the ability to process either a Sale or an Authorization Transaction on behalf of Merchant.

3. Invoices; Payment Terms; Taxes.

3.1 Invoices. FP will invoice Client weekly for all Fees as per Exhibit A in United States dollars. Invoices are generated on the first Business day of the week for the previous week.

3.2 Payment Terms. Client will pay the Fees to FP within seven (7) days following receipt of invoice, by credit card, wire, direct withdrawal or any other payment methods acceptable by both Parties. If the payment date falls on a weekend or bank holiday (i.e. a non-business day). If the payment date falls on a weekend or bank holiday (i.e. a non-business day), payment shall be due the next business day. Client understands and agrees that if Client fails to timely pay any FP invoice, then FP may immediately suspend provision of the FP Services until such failure to pay is remedied. Client agrees that FP is not responsible for any damages suffered by Client as a result of Client's inability to access the FP Services as a result of suspension for non-payment and Client waives any claims related to suspension of FP Services.

3.3 Taxes. All federal, state, local, value-added, transfer, sales and use taxes arising out of this Agreement will be paid by the Party required to pay such taxes under applicable law. The Party that is required by applicable law to make the filings, reports or returns and to handle any audits or controversies with respect to any such taxes will do so, and the other Party will cooperate with respect thereto as necessary.

4. Term; Termination.

4.1 Initial Term; Renewal; Testing Period. Subject to the following section, the term of this Agreement will commence thirty (30) days from the Effective Date. Thereafter, this Agreement will automatically renew for successive thirty (30) day renewal terms unless either Party terminates in writing (30) days prior to the expiration of the then-current term.

4.2 Termination of Agreement. This Agreement may be terminated at any time as follows: (a) by a Party for convenience upon thirty (30) days' written notice to the other Party (b) by a Party that has not breached or defaulted in the performance of its obligations under this Agreement upon sixty (60) days' written notice to the Party that has breached or defaulted in the performance of its obligations under this Agreement, unless such breaching or defaulting Party has cured or has substantially cured its breaches or defaults within such sixty (60) day period (provided, however, that if a Party has substantially cured its breach within such sixty (60) day period, such breach must be completely cured within ninety (90) days after the date of receipt of the original notice of breach); (c) by either Party if the other Party makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or for reorganization or arrangement under the bankruptcy laws, or if a petition in bankruptcy is filed against the other Party, or if a receiver or trustee is appointed for all or any part of the property or assets of the other Party; (d) by a written agreement executed by the Parties; or (e) pursuant to the additional termination provisions in **Exhibit A**, if any.

4.3 Effect of Termination. If any Party terminates this Agreement pursuant to Section 4.2, all obligations of the Parties under this Agreement will terminate without liability of any Party to the other Party, except as follows: (a) the provisions of Section 4 and Appendix B will survive termination and remain in full force and effect in accordance with their terms; (b) if this Agreement is terminated because of a breach of this Agreement by the non-terminating Party, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired; and (c) Client will promptly deliver to FP any Fees due and payable to FP and any other amounts owed to FP under this Agreement, which payment will be due and payable within thirty (30) Business Days after FP's submission to Client of an invoice for such Fees and other amounts.

5. Additional Provisions

This agreement is subject to the additional provisions in Appendix B.

Appendix A to Services Agreement Definitions

Definitions. In addition to the defined terms specified in the first paragraph, recitals and substantive provisions of this Agreement, the following terms have the meanings set forth below:

“**Business Day**” shall mean and refer to any day other than Saturday, Sunday, or any dated designated as a banking holiday in the United States or Canada.

“**Certification**” shall mean and refer to the successful testing of the Client Data Collector and FlexPay Transaction implementations which shall be attested to in writing by a FP certification engineer.

“**Certification Date**” shall mean and refer to the date Certification is achieved.

“**Clean Decline**” shall mean a declined payment that has yet to be retried outside of FlexPay, is not a test transaction, which has been returned when requested during the recovery process and has been sent to FlexPay in a timely manner following the initial decline.

“**Customer**” shall mean and refer to either the customer service caller or the merchant with whom Client has contracted to provide customer service, as appropriate.

“**Customer Communication**” shall mean and refer to the data exchanged between Client and a customer when a customer initiates a transaction, which may include Personal Data.

“**Decline Salvage**” shall mean and refer to and refer to FP’s service which attempts to optimize the submission of Transactions in an effort to minimize the occurrence of Decline responses.

“**Digest Form**” shall mean and refer to any hashed or encoded representations of data.

“**Fees**” shall mean and refer to the fees specified on **Exhibit A**.

“**FlexPay Transaction**” shall mean and refer to a unique payment request on behalf of Client charging a consumer credit card. A FlexPay Transaction includes unlimited payment retries in the case that the initial request is declined.

“**IS Update**” means updated transaction information transmitted by the Client to FP through the FlexPay Transaction system, which includes all required data elements.

“**Marketing Data**” shall mean and refer to customer lists, affiliate lists, channel partner relationships, or methods and strategies related to the marketing of Client’s products or services.

“**Member Bank**” shall mean and refer to any member of the Card Associations that provides Merchant Services to Merchant.

“Merchant Processor” shall mean and refer to a bank, financial institution or company that provides Merchant with a Merchant Services’ account for the processing of Merchant’s Transactions.

“Net Declines Salvaged” shall mean and refer to the gross recovered transaction value less refunds on those transactions and a portion for chargebacks. The portion for chargebacks is based on an estimated chargeback rate as stipulated in this agreement multiplied by the gross recoveries less the refunds on those recoveries.

“Personal Data” means: (a) any personally identifiable information (including, without limitation, Cardholder Data) disclosed or otherwise provided to FP by Client pursuant to this Agreement that, if compromised, could result in identity theft, or (b) any more restrictive definition required by applicable law.

“Transaction” means the sale of goods or services, for any of Merchant's products or services for which the customer issues payment through the use of a Payment Brand which is then presented to a Member Bank for processing and collection. Transaction also pertains to non-sale events, such as voids, declines, credits and refunds.

**Appendix B to Service Agreement
Additional Clauses**

1. Contractual Requirements.

1.1 Client represents, warrants, and covenants that Client shall obtain, from any customer initiating a transaction for which Client requests a FlexPay Transaction, all consents necessary for FP to access the pertinent Customer Communication to which customer is a party (each a "**Customer Consent**"). Client shall have sole control over, and be solely responsible for the legal adequacy of, the means used to obtain the Customer Consent.

1.2 Availability of FP Services. Subject to the terms and conditions of this Agreement, FP will use commercially reasonable efforts to provide the FP Services twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. Client recognizes that the FP Services may be unavailable from time to time for a number reasons, including, without limitation: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs which FP may undertake from time to time; or (c) causes beyond the control of FP or which are not reasonably foreseeable by FP including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion, or other failures (collectively, "**Downtime**"). Client understands and agrees that FP cannot assure the availability of the FP Services on a continuous or uninterrupted basis.

2. Ownership.

2.1 FP Intellectual Property. All ownership, interest and title in and to any and all patents, copyrights, trademarks, trade secrets, computer programs, related documentation, technology, know how, processes, and other intellectual property developed by FP (or its predecessor-in-interest) and provided in connection with FP's performance of the FP Services (collectively, the "**Intellectual Property**") remains the sole property of FP. Except for the limited rights granted in this Agreement to receive Reports, Client does not receive nor is granted any licenses or rights in the Intellectual Property whether by implication, estoppel, or otherwise. Client agrees that Client will not reverse-engineer, disassemble or decompile the Intellectual Property. Client will not give any third party, except Client's employees, access to the Intellectual Property without FP's prior written consent. No license to any FP Intellectual Property is granted.

2.2 Personal Data. As between FP and Client, Client retains all ownership, interest, and title in and to the Personal Data. FP does not retain any human-readable account numbers. Personal Data submitted to FP by Client may be converted by FP to Digest Form to be used for statistical and/or fraud prevention purposes. FP shall retain all ownership, interest, and title in and to all data converted to Digest Form.

2.3 Marketing Data. As between FP and Client, Client retains all ownership, interest, and title in and to the Marketing Data. Subject to Section 7, FP shall not divulge, sell, share, or otherwise make available any Marketing Data to any third party.

3. Warranties.

3.1 FP General Warranty. FP warrants to Client that: (a) FP will perform the FP Services in a commercially reasonable manner; and (b) the FP Services will conform substantially to the provisions of this Agreement. FP's sole liability, and Client's sole remedy, in the event of any breach of the warranty contained in this Section will be for Client to terminate this Agreement and cease using the FP Services.

3.2 Client Warranty. Client represents and warrants to FP that:

(a) Client has the power and authority to enter into and perform its obligations under this Agreement;

(b) Client has and will have for the term of this Agreement the right to provide the Customer Communication, including all Personal Data contained therein, and has obtained each Customer's Consent to the provision of such Customer Communication to FP pursuant to Section 3.2; and

(c) Client has and will comply with all applicable laws and regulations, including without limitation, all rules, standards, and security requirements of the PCI Security Standards Council and any credit or debit card provider, gift card provider, or other stored value and loyalty program card provider, including, but not limited to, American Express, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC, and JCB International, the PCI-DSS and all laws relating to the collection, processing, sharing and disclosure of Personal Data (including, without limitation, in the United States and the European Union) (collectively, the "**Security Requirements**") and provides all relevant notices and obtains all necessary consents from its customers to the disclosure of Personal Data to FP (including, where relevant, the transfer of such Personal Data to the United States), and FP's use of such Personal Data in accordance with the terms of this Agreement;

(d) Client will not disclose or otherwise provide any customer Personal Data to FP unless it has obtained consent from each such customer in accordance with (c) above, and

(e) Client is solely responsible for the privacy and security of any and all Cardholder Data that Client at any time accesses, stores, processes, transmits, or otherwise possesses.

3.3 Disclaimer of Warranty. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THE FP SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND NEITHER FP NOR CLIENT MAKES ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERRUPTION, AVAILABILITY, NON-INFRINGEMENT OR TITLE CONCERNING ANY SUBJECT MATTER OF THIS AGREEMENT.

4. PCI DSS Compliance.

4.1 FP agrees and acknowledges:

(a) that it is responsible for the security of cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data;

(b) to supply the current status of FP's PCI DSS compliance status, and evidence of its most recent validation of compliance upon request;

(c) that it will supply a new status report and evidence of validation of compliance at least annually;

(d) that it will immediately notify if it learns that it is no longer PCI DSS compliant and will immediately provide the client the steps being taken to remediate the non-compliance status; and

5. Indemnification.

5.1 By Client. Client agrees to indemnify, hold harmless, and defend FP and its directors, officers, employees, and agents from and against any action, claim, demand, dispute, or liability, including reasonable attorneys' fees and costs, arising from or relating to: (a) any breach by Client of any representation, warranty, covenant or obligation of Client hereunder, or (b) any negligence or willful misconduct of Client. Client agrees that FP will have the right to participate, at its expense, in the defense of any such claim through counsel of its own choosing.

5.2 Procedure. The obligations of either Party to provide indemnification under this Agreement shall be contingent upon the Party seeking indemnification: (a) providing the indemnifying Party with prompt written notice of any claim for which indemnification is sought; (b) cooperating fully with the indemnifying Party (at the indemnifying Party's expense); and (c) allowing the indemnifying Party to control the defense and settlement of such claim.

6. Limitation of Liability. EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE TOTAL FEES PAID BY CLIENT TO FP HEREUNDER FOR THE ONE (1) YEAR PERIOD PRIOR TO ANY ACT OR OMISSION GIVING RISE TO ANY POTENTIAL LIABILITY.

7. Confidentiality.

7.1 Client Confidential Information. Client may provide to FP certain confidential, proprietary, and trade secret business or technical information of Client or other persons in connection with FP's performance of the FP Services ("**Client Confidential Information**"). Client Confidential Information will be clearly marked and designated as confidential; provided, however, that Client Confidential Information will not include any information that FP can establish: (a) was, at the time of disclosure, generally available to the public through no fault of FP; (b) was in FP's possession on the Effective Date and was not obtained from Client; or (c) was lawfully received from a third party who rightfully acquired it and did not obtain it in violation of any confidentiality agreement. FP agrees to preserve the confidentiality of all Client Confidential Information that is provided by Client in connection with the Agreement, and will not disclose or make available to any person, or use for its own or any other person's benefit, other than as necessary in performance of its obligations under this Agreement, any Client Confidential Information, unless

such action: (1) is required by law or regulation, but only to the extent and for the purposes of such law or regulation; (2) is in response to a valid order of a court or other governmental body but only to the extent of and for the purposes of such order, and only if FP first notifies Client of the order and permits Client to seek an appropriate protective order; or (3) is with written permission of Client and in compliance with any terms or conditions set by Client regarding such disclosure. FP will exercise a commercially reasonable level of care to safeguard Client Confidential Information against improper disclosure or use. FP acknowledges and agrees that the Personal Data is Client Confidential Information.

7.2 FP Confidential Information. FP may provide to Client certain confidential, proprietary, and trade secret business or technical information of FP or other persons in connection with FP's performance of the FP Services ("**FP Confidential Information**"). FP Confidential Information will be clearly marked and designated as confidential; provided, however, that FP Confidential Information will not include any information that Client can establish: (a) was, at the time of disclosure, generally available to the public through no fault of Client; (b) was in Client's possession on the Effective Date and was not obtained from FP; or (c) was lawfully received from a third party who rightfully acquired it and did not obtain it in violation of any confidentiality agreement. Client agrees to preserve the confidentiality of all FP Confidential Information that is provided by FP in connection with this Agreement, and will not disclose or make available to any person, or use for its own or any other person's benefit, other than as necessary in performance of its obligations under this Agreement, any FP Confidential Information, unless such action: (1) is required by law or regulation, but only to the extent and for the purposes of such law or regulation; (2) is in response to a valid order of a court or other governmental body but only to the extent of and for the purposes of such order, and only if Client first notifies FP of the order and permits FP to seek an appropriate protective order; or (3) is with written permission of FP and in compliance with any terms or conditions set by FP regarding such disclosure. Client will exercise a commercially reasonable level of care to safeguard FP Confidential Information against improper disclosure or use.

7.3 Third Party CRM and FP Confidential Information. Client acknowledges and agrees that third party CRM may provide to FP certain confidential, proprietary, and trade secret business or technical information of Client or other persons in connection with FP's performance of the FP Services ("**Client Confidential Information**"). Client Confidential Information will be clearly marked and designated as confidential; provided, however, that Client Confidential Information will not include any information that FP can establish: (a) was, at the time of disclosure, generally available to the public through no fault of TFP; (b) was in FP's possession on the Effective Date and was not obtained from Client; or (c) was lawfully received from third party CRM who rightfully acquired it and did not obtain it in violation of any confidentiality agreement. FP agrees to preserve the confidentiality of all Client Confidential Information that is provided by Client in connection with the Agreement, and will not disclose or make available to any person, or use for its own or any other person's benefit, other than as necessary in performance of its obligations under this Agreement, any Client Confidential Information, unless such action: (1) is required by law or regulation, but only to the extent and for the purposes of such law or regulation; (2) is in response to a valid order of a court or other governmental body but only to the extent of and for the purposes of such order, and only if FP first notifies Client of the order and permits Client to seek an appropriate protective order; or (3) is with written permission of Client and in compliance with any terms or conditions set by Client regarding such disclosure. FP will exercise a commercially reasonable level of care to safeguard Client Confidential Information against improper disclosure or use. FP acknowledges and agrees that the Personal Data is Client Confidential Information.

7.4 Return of Materials. Upon the request of Client, and upon any termination or expiration of this Agreement, FP will return all Client Confidential Information to Client and erase and remove all copies of all Client Confidential Information from any computer equipment and media in FP's possession, custody, or control, except for Cardholder Data which has been converted to Digest Form as provided for in Section 5.2. Upon the request of FP, and upon any termination or expiration of this Agreement, Client will return all FP Confidential Information and any other Intellectual Property to FP and erase and remove all copies of all FP Confidential Information and any other Intellectual Property from any computer equipment and media in Client's possession, custody or control.

7.5 Security Breach. In the event of any unauthorized disclosure of Cardholder Data, or any unauthorized intrusion, penetration, or security breach involving Client's systems or facilities (each, a "**Security Breach**"), Client shall (a) immediately notify FP in writing of any Security Breach and furnish FP with the full details of whether such Security Breach involved Cardholder Data that had been previously provided to FP as part of a CRM Transaction; and (b) promptly repair and/or remedy the causes of such Security Breach and deliver written notice of such remedy to FP. Provision of the FP Services shall be suspended immediately upon FP's receipt of notification of a Security Breach and shall not be reinstated until Client provides written notice that the causes of such Security Breach have been remedied. In addition to any other indemnification obligation of Client set forth in this Agreement, Client shall indemnify, defend, and hold harmless FP, its affiliates, and its and their respective officers, directors, employees, representatives, agents, licensors, attorneys, heirs, successors, and assigns, from and against any costs, claims, losses, judgments, liabilities, and damages, and all related expenses (including reasonable legal fees, court costs, and disbursements and costs of investigation, litigation, settlement, judgment, interest, fines and penalties) (collectively, "**Losses**"), to the extent such Losses arise out of or in connection with (1) a Security Breach, or (2) Client's failure to notify FP of a Security Breach. FP will have no liability to Client for any failure or deficiency on the part of Client that results in Cardholder Data being disclosed, corrupted or otherwise compromised.

8. Optimizations to Submission Strings

In making every effort to recover client's customers, FlexPay may, from time to time, modify the transaction request string. Client understands and agrees that this may include, but is not limited to, modifying any fields in the transaction being submitted to the gateway, at FlexPay's discretion. Should a Client mandate that no changes are permitted, the Client must notify FlexPay in writing 30 days before this change is to take effect.

9. General Provisions.

9.1 Independent Contractors; No Third-Party Beneficiary. The Parties and their respective personnel are and will be independent contractors and neither Party by virtue of this Agreement will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party. This Agreement is for the benefit of the Parties only, and there are no third-party beneficiaries of this Agreement.

9.2 Assignment. Neither Party may assign any of its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the consent of the other Party; provided, however, that either Party may assign this Agreement to a successor of that Party as a result of a merger, reorganization or sale of all or substantially all of the assets to which this Agreement pertains. Any attempted assignment in violation of the foregoing is void and will be a material breach of this Agreement. Subject to the foregoing, this Agreement is binding upon and

will inure to the benefit of the Parties' respective successors, heirs and assigns. Notwithstanding the provisions of this Section 8.2, FP may, at its sole and unfettered discretion, assign any of its rights, duties or obligations under this Agreement to any person or entity for any reason whatsoever including but not limited to as a result of a merger, reorganization or sale of all or substantially all of the assets to which this Agreement pertains.

9.3 Force Majeure. Neither Party is responsible for delays or failures in performance (other than payment) resulting from acts of God, strikes, lockouts, riots, acts of war and terrorism, embargoes, changes in governmental regulations, epidemics, fire, communication line failures, power failures, earthquakes and other disasters beyond the reasonable control of such Party (each, a "**Force Majeure**"). If a claim by a Party for release of its obligations under this Section exceeds sixty (60) days, then the other Party has the right to terminate this Agreement without penalty of any kind. Neither Party is entitled to relief under this Section to the extent that any event otherwise constituting an event of Force Majeure results from the negligence or fault of such Party or its employees or agents.

9.4 Waiver. No waiver of any provision hereof or of any right or remedy hereunder will be effective unless in writing and signed by the Party against which such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder will constitute a waiver of any other right or remedy, or future exercise thereof.

9.5 Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement will remain enforceable.

9.6 Notice. All notices will be in writing and will be deemed to be delivered when received by certified mail, postage prepaid, return receipt requested, or when sent by facsimile with machine-generated confirmation of transmission without notation of error. All notices will be directed to the Parties at the respective addresses or facsimile numbers given below or to such other address or facsimile number as either Party may, from time to time, designate by notice to the other Party.

9.7 Amendment. No amendment, change, waiver, or discharge hereof will be valid unless in writing and signed by both Parties.

9.8 Governing Law. The interpretation, validity and enforcement of this Agreement, and all legal actions brought under or in connection with the subject matter of this Agreement, shall be governed by the law of the Province of Quebec (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded). Any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in Canadian federal courts or Quebec provincial courts located in Montreal, QC. Each Party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum.

9.9 Counterparts. This Agreement may be executed in any number of counterparts and each such executed counterpart will be deemed to be an original instrument, but all such executed counterparts together will constitute one and the same instrument.

9.10 Further Assurances. Each Party agrees at its own expense, to execute, acknowledge, and deliver any further documents and instruments reasonably requested by the other Party, and to take any other action consistent with the terms of this Agreement that may reasonably be requested by the other Party, for the purpose of consummating the transactions contemplated by this Agreement.

9.11 Entire Agreement. This Agreement, together with all Exhibits attached hereto, which are incorporated herein by reference, constitutes the complete and exclusive statement of all mutual understandings between the Parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.

FP shall have the right to reference this Agreement and the identity of the Client in any publicity or marketing campaign to promote its business. FP shall also have the right to make a public announcement/press release concerning the signing of this Agreement with Client so long as FP informs the Client of the contents of the announcement/press release proposed to be made. FP shall use its reasonable efforts to obtain Client's approval for the announcement/press release, which approval may not be unreasonably withheld. Once the content is approved the announcement/press release shall be on a joint basis unless the Client agrees otherwise.