



LEND-A-MASK:

END USER VERIFICATION & DONATION PARTNERSHIP PROGRAM

This Agreement is by and between VIENNACHILLES LLC d.b.a. Pandemic Relief Supply, a Delaware limited liability company (“PRS”) and Country Villa Rehabilitation center, a nursing facility acting under the laws of California State (“Country Villa Rehabilitation Center”) (hereinafter referred to collectively as, the "Parties"). The Parties hereby agree to engage in a relationship, subject to the terms and conditions set forth below for the purpose of providing benefits for end users and first responders of protective equipment (the "Purpose").

For good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby agree as follows:

1. End User Verification. I verify that:

- (a) The protective equipment being purchased is intended to be used by Country Villa Rehabilitation Center’s employees, agents, students and affiliates only.
- (b) The protective equipment being purchased will not be resold or repurposed by Country Villa Rehabilitation Center.

2. Representations and Warranties. I represent and warrant that:

- (a) This Verification & Release Form (“Release”), when signed by me, and all provisions contained herein, will be fully binding on me and Country Villa Rehabilitation Center, its employees, agents, and affiliates;
- (b) I am at least 18 years of age; and,
- (c) I currently have the legal right and capacity to execute this Release.

3. Grant of Rights to Use Name, Likeness, etc. I hereby irrevocably grant permission to VIENNACHILLES, LLC d/b/a Pandemic Relief Supply (“PRS”) and each of its affiliates and subsidiaries, the successors of each of the foregoing, and each of their respective agents, licensees, and assigns (collectively, the “Licensees”), in perpetuity, a worldwide, non-exclusive, royalty-free, fully paid up license to display, exhibit, publish, broadcast, distribute, Country Villa Rehabilitation Center’s name, image, nickname, initials, symbols, likeness, photograph, statements, biographical material (collectively, Country Villa Rehabilitation Center’s “Identity”)

in materials created in connection with digital or non-digital product advertisement and/or marketing (collectively, the “Materials”), alone or with other materials, in any and all manner and media now known or hereafter devised, including without limitation on websites owned by or affiliated with the Licensees, on third-party websites, in social media channels, and in public relations materials.

4. No Obligation to Use Materials; No Further Approval Required. I acknowledge that the Licensees have no obligation to use the Materials or my Identity. I agree no further approval is required for the Licensees to use any Materials or my Identity and that the Licensees will not be liable to me for any distortion or illusionary effect resulting from the exhibition, publication or broadcast of the Materials or my Identity. I acknowledge that all right, title, and interest in and to the Materials, including without limitation all copyrights and trademark rights, shall be the sole and exclusive property of PRS and that PRS has the unlimited right throughout the universe to edit, modify, and otherwise use such Materials.

5. No Further Consideration Required. I acknowledge and agree that no further payment or consideration will be due to me for PRS’ use of the Materials or my Identity as authorized by this Release.

6. Release. With regard to the Licensees’ exploitation of the rights granted hereunder (including, without limitation, the use of the Materials or my Identity in any advertising, promotional, or marketing materials), I, on behalf of myself and my heirs, executors, administrators and assigns, hereby irrevocably (a) release, discharge and waive all claims, demands, losses and liabilities of any nature against the Licensees that I, my heirs, executors, administrators and assigns had, now have, or hereafter may have, including, but not limited to, claims in the nature of copyright infringement, defamation, disparagement, slander, false light, violation of the right of privacy or publicity, or the like, and (b) covenant not to make any claims against any of the Licensees.

7. Governing Law, Venue, and Jurisdiction. This Release shall be governed by and interpreted in all respects in accordance with the substantive laws of the state of New York, without regard to its choice of law and/or conflicts of law principles. I irrevocably agree that any disputes directly or indirectly arising out of or relating to this Release shall be resolved exclusively in the state or federal courts located in New York, New York. I hereby irrevocably consent to such venue and to the exclusive jurisdiction of any such court over any such dispute.

8. Miscellaneous. If any provision of this Release is determined to be invalid by a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of

any other provision herein. This Release sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and/or written representations, discussions, negotiations, understandings, and/or agreements relating to the subject matter hereof. This Release may not be modified except by an instrument in writing signed by both parties. In signing this Release, I am not relying on any promises, representations or other statements that are not contained in this Release.

9. Supremacy. This Release shall supersede all prior terms and contractual provisions (including, but not limited to: non-disclosure agreements, mutual non-circumvention and non-disclosure agreements, and purchase and/or supply agreements and orders) regarding public announcement of any transaction, supply, or partnership between the parties.

I have read, understood, and voluntarily agree to be bound by this Release. I also acknowledge that this Release shall be binding upon my heirs, executors, administrators and assigns.

10. Benefits. Upon signing this Agreement, Country Villa Rehabilitation Center will receive benefits in the form of protective equipment. The Donation Partnership Agreement will provide an initial donation of: 60 NIOSH N95, 1 EUA KN95, 1 box of Nitrile Exam Gloves (200 pcs), and 4 AAMI Level 2 Gowns.

Signature:

Printed Name:

Address:

Date:

Signature of


Witness:

Printed Name of

Witness:

Address of Witness:

Date:



William Pundyk

11559 Doña Evita Dr, Studio City CA, 91604

9/8/2020