

SERVICES AGREEMENT

PREAMBLE

This Services Agreement (this “**Agreement**”) is entered into as of this 25th day of April, 2018 (the “Effective Date”) by and between MATTE Finish, LLC (“**Contractor**”) and Marriott International, Inc. (“**Marriott**”) (individually, a “party” and collectively, “parties”).

RECITALS

WHEREAS, Marriott operates and franchises a worldwide system of hotels, resorts and other lodging facilities (the “**Hotels**”); and

WHEREAS, Marriott desires to engage Contractor, and Contractor desires to be engaged by Marriott, to provide certain services for providing creative content that are described herein, pursuant to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Services to be Supplied by Contractor.

a. Contractor shall generally provide the Services to Marriott according to the specifications in one or more statements of work (“**SOW**”) attached as **Exhibit A** hereto and made a part hereof (the initial SOW shall be Exhibit A-1, and subsequent SOWs will be numbered consecutively, commencing with Exhibit A-2). Contractor will provide the Services using adequate numbers of appropriately trained and qualified employees under adequate supervision. Contractor shall receive payment for the Services in accordance with the terms stated in Section 2 below, and as set forth in the applicable SOW. In the event of a conflict between the body of this Agreement and the SOW, the terms of the body of this Agreement shall control except to the extent that the SOW specifically references the section in the body of the Agreement and states that the SOW should supersede the terms in the referenced section.

b. Marriott and Contractor may agree in writing from time to time to supplement or amend the Services with regard to a particular SOW (hereinafter referred to as “**Supplemental Services**”) by amending the applicable SOW. Any Supplemental Services shall include a detailed description of scope and fees, and must be agreed upon in writing by Marriott and Contractor. Such writing signed by Marriott and Contractor for Supplemental Services shall be attached, incorporated hereto, and made a part of this Agreement as an amendment to the applicable SOW.

2. Fees. In exchange for the Services, Marriott shall pay Contractor the fees and expenditures set forth in **Exhibit A**. Contractor shall have the right to purchase all third party services and materials under the principle of sequential liability, where Contractor will be held liable for payments to third party suppliers only to the extent Contractor has been paid by Marriott (and such payments have fully cleared to Contractor) for such purchases. For amounts owing but not paid and cleared to Contractor, Marriott agrees that it will be held solely liable for such payments. Contractor has the right to confirm with third party suppliers that they expressly agree to payment on such terms.

3. Term. The term on this Agreement shall commence on the Effective Date and shall continue through and including December 31, 2018 (the “Initial Term”). Thereafter, the term of this Agreement shall continue on a month-to-month basis (each month, a “Renewal Term”) until either party provides the other thirty (30) days’ written notice of termination of this Agreement. If the term of any SOW extends beyond the effective date of any termination of this Agreement, then the terms and conditions of this Agreement shall continue to apply to that SOW until the SOW expires or is otherwise terminated.

4. Control of Services. Marriott is relying on Contractor’s expertise to perform the Services in a competent, professional and first-class manner. Except as set forth in this Agreement (including **Exhibit A**), Marriott shall neither have nor exercise any control over the particular methods by which Contractor performs its Services, provided that the parties shall consult one another to ensure that the Services covered by this Agreement are performed in a competent, efficient and satisfactory manner, consistent with Marriott’s objectives. Except as may be otherwise set forth in this Agreement, Contractor shall exclusively control Contractor’s hours and other working conditions. All personnel of Contractor performing the Services shall be employees or independent contractors of Contractor, not of Marriott.

5. Tools and Equipment. Unless otherwise expressly provided in **Exhibit A**, Contractor agrees to provide any special materials, tools and equipment that are needed by it in performing Services under this Agreement.

6. Relationship of the Parties. The parties hereby agree that they are at all times acting as independent contractors who have entered into this Agreement on the terms and conditions set forth in the Agreement. Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee or principal and agent between Marriott and Contractor (or Contractor’s personnel), or any joint venture, partnership or other fiduciary relationship, and Contractor agrees that it shall not assert that the relationship with Marriott is other than an independent contractor relationship. This obligation will survive any termination of this Agreement.

7. Policies and Conduct. While providing Services under this Agreement on the premises of any Hotel or at any other office or workplace of Marriott, Contractor’s personnel will be subject to the rules and regulations and security policies of Marriott, and will conduct themselves in a manner consistent with the standards, quality and image of Marriott and its Hotels.

8. Licenses and Permits. Contractor shall obtain and keep valid and in force at all times all applicable licenses or permits required to perform the Services.

9. Employment Laws.

To the extent applicable, Contractor shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

Contractor also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Contractor shall include the provisions of this section in every subcontract so that such provisions shall be binding upon each contractor or subcontractor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof. Contractor further agrees it will comply with all applicable federal, state and local laws governing employment including, but not limited to, the Fair Labor Standards Act, the Immigration Reform and Control Act of 1986, and the Immigration Control Act of 1990. Contractor agrees to sign and be bound by **Exhibit B**, the Certification of IRCA Compliance, appended hereto and incorporated herein. Contractor agrees that it will, in response to a request from Marriott, provide assurances that Contractor is complying with state and federal employment laws.

10. Taxes.

Contractor is responsible for payment of any taxes (including all federal, state and local employment taxes) applicable to Contractor's performance under this Agreement.

11. Warranty.

Contractor represents and warrants that the Services (i) will be performed in a timely, professional, and workmanlike manner, in compliance with applicable industry standards and in accordance with the requirements of this Agreement; (ii) will comply with applicable laws, rules, or regulations; (iii) will not violate or infringe upon the rights of third parties, including contractual, employment, trade secrets, proprietary information, and non-disclosure rights, or any copyright, rights of droit moral or any other intellectual property rights that are specifically set forth in an SOW; and (iv) to the extent consisting of deliverables, will be technically correct in all material respects and based upon Marriott furnished criteria and upon any other information or documents mutually agreed upon by the parties. Contractor further represents and warrants that it has complied with, and shall continue to comply with, all applicable legal requirements with respect to its employees, including, but not limited to, those related to immigration status, taxes, insurance, and wage and hour requirements. Contractor agrees to comply with Marriott's Contractor Social Media Policy attached to this Agreement as **Exhibit F**.

12. No Conflict of Interest; Restrictions.

a. Contractor may perform services similar to the Services for third parties in Contractor's sole discretion; provided, however, that (i) the performance of such similar services shall not be deemed a justification or excuse for any failure to perform hereunder, and (ii) Contractor shall notify Marriott of any actual or perceived conflict of interests.

b. Notwithstanding the foregoing, during the term of an SOW and for three (3) months thereafter, except as approved in writing, Contractor's Key Personnel will not perform any services relating to an advertising or marketing campaign promoting any direct competitor listed on **Exhibit D** or promoting any other entity or person whose business includes the retail sale of hotel, lodging, or hospitality services that compete with Marriott's core products or services (collectively, "Competitors"), unless Contractor complies with the Procedure for Competitive Services set forth in **Exhibit E**. "Key Personnel" shall mean Contractor's employees who are dedicated to providing creative and account management services to Marriott under an SOW, and such Key Personnel shall be identified by name and title in such SOW. Contractor agrees to promptly update the Key Personnel names on each such SOW as necessary to properly reflect the employees dedicated to providing creative and account services to Marriott. For clarity, this Section 12(b) shall not be applicable to any parent, subsidiary, or affiliate companies of Contractor or to its successors in interest. Nothing contained in this provision shall be construed as limiting Contractor's ability to use or engage with a hotel, lodging, or hospitality company that sponsors or is otherwise associated with an event that Contractor produces for a third party.

13. Termination. Either party may terminate this Agreement as follows:

a. If either party materially breaches any of its representations or warranties or fails to perform any of its obligations under this Agreement, the non-breaching party shall give the breaching party written notice thereof, and if the breaching party fails to remedy such failure within thirty (30) days of receipt of notice, this Agreement shall be terminated as of the 30th day.

b. Either party may, in addition, terminate this Agreement at any time during the term hereof upon prior written notice (in the case of Marriott, upon thirty (30) days' notice, and

in the case of Contractor, upon ninety (90) days' notice) without cause without any termination fee or any other cost, charge or expense of any kind or nature.

c. Upon termination for any reason, Marriott shall pay Contractor all outstanding sums due and owing through the date of actual termination of the Agreement including any expenses incurred, subject to the terms hereof. Upon expiration or termination Marriott shall be responsible for the following unless mutually agreed in writing to the contrary: (i) any non-cancelable or non-transferable contract made by Contractor on Marriott's written authorization and still existing upon the expiration or termination of this Agreement, and (ii) any materials or services which Marriott has approved and which Contractor has purchased or committed in non-cancelable or non-transferable writing to purchase on Marriott's account.

d. If Contractor has not completed the Services within any timeline or before any deadline specified in **Exhibit A**, then Marriott shall not be obligated to pay any amounts that exceed the reasonable value of Services received from Contractor by the expiration or termination date. Marriott may, in its reasonable discretion, suspend performance of all or part of the Services during the termination notice period.

14. Limitation of Liability.

Each party acknowledges and agrees that neither the directors nor the officers, employees, affiliates, representatives or agents of the other party shall ever be personally liable to such party for any debts or liabilities arising under or related to this Agreement, except to the extent such debt or liability arises directly from such individual's personal actions or omissions. Notwithstanding any other provision herein, each party's total liability for any and all claims arising in connection with this Agreement shall not exceed the amount of the total fees paid or payable by Marriott to Contractor for the Services with respect to which the claim was made; provided, however, that the foregoing cap will not apply if such liability is the result of (a) a breach of confidentiality obligations set forth herein; (b) such party's gross negligence or willful misconduct; (c) indemnification claims under section 17 herein, or (d) bodily injury, death or tangible property damage caused by such party. Each party shall exercise commercially reasonable efforts to mitigate any damages to the other party. This Section shall survive termination of this Agreement.

15. Consequential Damages.

IN NO EVENT SHALL EITHER PARTY, OR THEIR RESPECTIVE PARENTS, AFFILIATED COMPANIES, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, LICENSEES OR AGENTS, BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF THIS AGREEMENT, EVEN IF IT HAS BEEN NOTIFIED OF THE POSSIBILITY OF SAME. This Section shall survive termination of this Agreement.

16. Insurance.

a. Contractor shall carry and maintain at its own cost and expense the following:

- i. Workers' compensation insurance as required by applicable law;
- ii. Comprehensive General Liability insurance including personal injury liability, broad form property damage liability and blanket contractual liability and liability for bodily injury or property damage, with a combined single limit of not less than one million dollars (\$1,000,000.00) each occurrence, and naming Marriott International, Inc. as an additional insured;
- iii. Automobile Liability insurance including all owned, non-owned, and hired vehicles used in conjunction with the Service for bodily injury or property damage with combined single limit of not less than one million dollars (\$1,000,000.00) each occurrence, and naming Marriott International, Inc. as an additional insured; and
- iv. Professional Liability Insurance to include contractual coverage and an endorsement allowing cross liability, with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00) per claim, protecting it and Marriott from errors and omissions of Contractor in connection with the performance of the Services during and for a period of at least three years after completion of the Services.

b. All policies shall be specifically endorsed to provide that the coverages obtained by virtue of this Agreement will be primary and that any insurance carried by Marriott shall be excess and non-contributory. All policies shall be specifically endorsed to provide that such coverage shall not be canceled or materially changed without at least thirty (30) days' prior written notice to Marriott. Contractor shall deliver certificates of insurance, which evidence the required coverages, and any renewals thereof to Marriott. Prior to execution of this Agreement, a certificate of insurance evidencing the required insurance and additional insured endorsement shall be attached hereto as **Exhibit C**.

17. Indemnification.

a. Contractor shall defend, indemnify, and hold harmless Marriott, the Hotels, the entities that own and manage the Hotels, and all of the aforementioned entities' respective subsidiaries, affiliates, officers, directors, agents, employees, representatives, successors and assigns (collectively the "**Marriott Indemnified Parties**") from and against any and all actions, claims, suits, demands, judgments, losses, costs, expenses and/or damages (collectively "**Claims**"), including reasonable attorneys' fees, arising out of or resulting from (i) any gross negligence or willful misconduct by Contractor, its subcontractors, their respective affiliates, or any of the aforementioned entities' respective directors, officers, agents, employees or representative in the performance of the Services hereunder; or (ii) any breach by Contractor of any representation or warranty of Contractor under this Agreement. The foregoing

indemnification obligations shall not apply to the extent of Marriott's sole negligence or willful misconduct.

b. Marriott shall defend, indemnify, and hold harmless Contractor and its affiliates, subsidiaries, and parent companies, and their respective directors, officers, employees, and agents (collectively, "**Contractor Indemnified Parties**") from and against any Claims, including reasonable attorneys' fees, arising out of or resulting from (i) Marriott's provision of information and/or materials to Contractor, or Marriott's unauthorized alteration of Contractor Deliverables, which infringe or violate any third party rights or any applicable law; (ii) any risks or restrictions which Contractor has brought to Marriott's attention in writing where Marriott elects to proceed; (iii) the nature or use of Marriott's products or service; (iv) Marriott's breach of any of its representations or warranties contained herein; and (v) Marriott's gross negligence or willful misconduct.

c. Each party's indemnity obligations hereunder shall include the obligation to reimburse the other for costs incurred in responding to any subpoena, discovery demand or other directive having the force of law or governmental inquiry, served upon the other party that arises out of any litigation, proceedings or investigations involving the indemnifying party, its business or its industry (and does not arise out of the negligence or misconduct of the served party).

d. Upon the assertion of any Claim against an indemnitee by a third party that may give rise to liability of an indemnitor hereunder, the indemnitee promptly shall notify the indemnitor of the existence of such Claim and the indemnitor shall defend and/or settle the Claim at indemnitor's own expense and with counsel of indemnitor's own selection. At its own expense, an indemnitee shall at all times have the right to hire counsel of its own selection to provide its defense and/or fully participate in any settlement that it reasonably believes would have an adverse effect on its business. The parties agree to render to each other such assistance and cooperation as reasonably may be requested to ensure a proper and adequate defense. An indemnitee shall not settle any Claim that might give rise to liability of an indemnitor hereunder without the prior written consent of the indemnitor. The provisions contained in this Section 17 shall survive the termination of this Agreement.

18. Ownership.

a. All information, reports, studies, computer programs (object or source code), customer lists, work products, works of authorship, creative or audiovisual works, and other tangible or intangible material produced by or as a result of the Services ("**Contractor Deliverables**") shall be the sole and exclusive property of Marriott, it being intended that such material shall be "works made for hire," of which Marriott shall be deemed the author. In addition to and without limitation of the foregoing, Contractor hereby irrevocably grants, assigns, transfers, and sets over unto Marriott all right, title, and interest of any kind, nature, or description in and to such material. Contractor shall be entitled to use the Contractor Deliverables only as permitted in this Agreement. Contractor agrees to execute any documents requested by Marriott to evidence Marriott's ownership of the Contractor Deliverables, including, but not limited to, documents evidencing the assignment of copyrights to Marriott or any documents required in connection with the registration of copyrights in the material produced hereunder. All items provided to Marriott

which qualify as Marriott property shall be marked as follows: “Copyright 2017 by Marriott International, Inc. All rights reserved.” This Section shall survive termination of this Agreement.

b. Notwithstanding the foregoing paragraph, to the extent that Preexisting IP and/or Third Party IP are incorporated into the Contractor Deliverables, such Preexisting IP and/or Third Party IP shall remain the exclusive property of Contractor and/or the applicable third party. “**Preexisting IP**” means all copyrights, trademarks, trade names, service marks, and/or other intellectual property, including creative content and methodologies, encompassed in materials which have been developed or created by Contractor prior to or outside the scope of this Agreement and not solely as part of the Contractor Deliverables. “**Third Party IP**” means all copyrights, trademarks, trade names, service marks, and/or other intellectual property encompassed in materials developed or created by anyone other than Contractor in connection with this Agreement, including an individual’s name, image, likeness, voice, or persona. Except as otherwise specified by Contractor in writing, Contractor hereby grants a fully paid-up, perpetual, non-exclusive, non-transferable license to Marriott to use (without modification) the Preexisting IP solely to the extent it is integrated into the Contractor Deliverables, and solely for the benefit of Marriott, and Contractor shall own all modifications, improvements or enhancements made to the Preexisting IP. Any other uses of the Preexisting IP is expressly forbidden. At Marriott’s cost, Contractor shall obtain such releases, licenses, permits or other authorizations as are necessary to enable Marriott to use any Third Party IP incorporated into the Contractor Deliverables. Marriott shall obtain the same for any such Third Party IP which is furnished by Marriott to Contractor for use in performing the Services. To the extent that any Third Party IP is incorporated into the Contractor Deliverables, Marriott agrees to use such materials consistent with any restrictions thereon which Contractor communicates to Marriott in writing.

19. Confidential Information.

Each party acknowledges and agrees that the tangible and intangible information obtained or developed about the other party in connection with the performance of this Agreement is deemed by such party and shall be considered to be confidential and proprietary information (“**Confidential Information**”). Contractor shall not disclose Marriott’s Confidential Information to any other entity or person without Marriott’s prior written consent. Contractor shall not (i) make any use or copies of the Confidential Information except as required to provide the Services, (ii) acquire any right in or assert any lien against the Confidential Information, (iii) sell, assign, lease, or otherwise dispose of Confidential Information to third parties or commercially exploit such information, or (iv) refuse for any reason to promptly return Confidential Information to Marriott if so requested. Upon termination of this Agreement, Contractor shall promptly return or, if so requested, destroy any Confidential Information in its possession (including all copies thereof) or in the possession of any of its employees or agents. Contractor agrees to notify Marriott promptly and in writing of any circumstances of which Contractor has knowledge relating to any possession, use, or knowledge of any portion of the Confidential Information by any unauthorized person.

Marriott shall treat all of Contractor’s Confidential Information (i.e., any and all tangible and intangible information about the management and operations of Contractor, including, but not limited to Contractor’s intellectual property (including Preexisting IP), projections, vendor or supplier lists, client lists, media rates and procedures, marketing information, contracts,

correspondence, and all other information relating to the business of Contractor) in a manner consistent with the obligations of this Section 19; and Contractor shall be able to avail itself of rights and remedies reciprocal to those available to Marriott in the event of a breach or alleged breach of this Section 19 of the Agreement.

Confidential Information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it under this Agreement; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality. In the event that one party becomes legally compelled, including without limitation, by law, rule, regulation, stock exchange or governmental regulatory or administrative proceeding (including without limitation, by deposition, interrogatory, request for information or documents, subpoena, civil or criminal, investigative demands or otherwise), to disclose any of the other party's Confidential Information, the compelled party will provide the other party with prompt prior written notice thereof and the ability to seek a protective order or other remedy, and if such party does not obtain a protective order or remedy or waives compliance with the provisions of this Agreement, then the compelled party will furnish only that portion of the Confidential Information which is legally required.

This Section shall survive termination of this Agreement.

20. Trademarks.

Contractor acknowledges that Marriott and its related entities are the sole and exclusive owners of the trademarks, service marks, trade names, logos, trade dress, patents and copyrighted or copyrightable materials of Marriott International, Inc. and its subsidiaries and the trademarks, service marks, trade names, logos, trade dress, patents and copyrighted or copyrightable materials of the Hotels (together, the "**Marks**"). Contractor agrees that it will not make any use of the Marks except with Marriott's prior written consent, and that any use of the Marks by Contractor and the goodwill associated with such use shall inure to Marriott's benefit. Contractor agrees and acknowledges that it shall not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of this Agreement or Contractor's use of the Marks.

21. Audit.

Contractor shall maintain complete documentation and records relating to all production expense transactions, including, but not limited to, transactions for research billed to Marriott. Such documents include purchase orders, bids, vendor invoices, canceled checks, written expense policies and procedures, and any other appropriate documentation to satisfy Marriott that expenditures were within industry standards policies and procedures and the Marriott-approved budget. All documents and records shall be maintained in accordance with generally accepted accounting principles consistently applied, and in such manner as may be readily audited. The documentation and records shall be available at all reasonable times for audit upon not less than thirty (30) days' notice. An audit may be conducted by the audit department of any qualified independent audit firm engaged by Marriott no more than once during any consecutive twelve (12) month period, provided that such audit firm (a) is not working on contingency or providing cost consulting services to Marriott and (b) will sign a reasonable non-disclosure

agreement that protects the confidentiality of the Contractor records. Audit may be conducted both during the Term hereof and for one (1) year following the expiration or termination date of the Agreement, or until all disputes initiated during such period, if any, between Contractor and Marriott have been finally resolved, whichever is later. With respect to the latter obligation, only those records in dispute need be retained. If such audit reveals any amount due to Marriott or any irregularity in any Contractor practice, a correcting payment shall be made promptly after a good faith confirmation by Marriott that such amount, in fact, is due Marriott hereunder and any such practice shall be corrected going forward. Further, where an audit reveals a variance of ten percent (10%) or more from actual reconciled billings for billings for the period covered by the audit, then Contractor, in addition to immediately reimbursing Marriott the amount owed to Marriott and correcting such practice, also will reimburse Marriott the reasonable out-of-pocket cost of such audit, not to exceed the amount of the discrepancy.

22. Assignment.

Neither party shall not assign this Agreement or any part hereof without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement or any of such party's rights and obligations hereunder, in whole or in part, to an affiliate pursuant to a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, without the prior written consent of the other party.

23. Notices. Notices and other communications under this Agreement must be (i) in writing; (ii) delivered by hand against receipt, by certified mail, postage prepaid, return receipt requested or by a recognized overnight delivery service and (iii) addressed as provided below or at any other address designated in writing by the party receiving the notice. Any notice will be deemed received when delivery is received or refused at the address listed below or the other address designated in writing.

If to Contractor:	MATTE Finish, LLC 174 Hudson Street, 5 th Floor New York, NY 10013 Attn: Lindsay Holmes
If to Marriott:	Marriott International, Inc. 417 Fifth Avenue, 10 th Floor New York, NY 10016 Attn: Carly Van Sickle
With copy to:	Marriott International, Inc. 10400 Fernwood Road Bethesda, Maryland 20817 Attn: Law Department/ Lodging Operations - Dept. 52/923.27

24. Compliance with Laws.

Each party shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies in performing its obligations under this Agreement.

25. Publicity.

Contractor shall not use the name of Marriott, the Marriott Marks or any Marriott proprietary or Confidential Information in any Contractor press release, promotion, sales or marketing publication or correspondence, customer reference list, or other similar communication whatsoever without Marriott's prior written consent, to be granted or withheld in its sole discretion.

26. ADA Compliance/Web Content Accessibility Guidelines.

This Agreement is subject to compliance with the Web Content Accessibility Guidelines ("WCAG") as developed by the World Wide Web Consortium ("W3C"). Contractor acknowledges that all Digital Web Content Design deliverables provided under this Agreement will conform with WCAG 2.0 A and AA Level Standards (the "Guidelines") to the extent applicable.

27. Entire Agreement.

This Agreement may not be modified or altered except by a written instrument executed by both parties. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any rights. This Agreement, together with all the schedules attached hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior proposals, understandings, and all other agreements, oral and written between the parties relating to such subject matter.

28. Governing Law.

The terms, provisions and conditions of this Agreement shall be governed by the laws of the State of New York without giving effect to any conflict-of-law principles that would result in application of any other state's laws. Any litigation filed by either party against the other arising out of or related to this Agreement or the Services shall be filed exclusively in the applicable federal and state courts located in New York County, New York. The parties hereby consent to the personal jurisdiction of such courts and waive any objection based on venue or the doctrine of *forum non conveniens* to any such action being filed in any such court.

29. Counterparts.

This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument. Signatures sent by facsimile or portable document format (.pdf) attached to emails shall have the same binding effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Services Agreement as of the day and year first above written.

MATTE FINISH, LLC.

DocuSigned by:
By: Lindsay Holmes
Name: Lindsay Holmes
Title: Director of Operations
Date: 5/8/2018

MARRIOTT INTERNATIONAL, INC.

DocuSigned by:
By: Tina Edmundson
Name: Tina Edmundson
Title: Global Brand officer
Date: 5/6/2018

EXHIBIT A-1**STATEMENT OF WORK**

This EXHIBIT A-1 - Statement of Work (“SOW”), including and incorporating by reference the Production Services Schedule attached hereto as Schedule 1, is governed by and made pursuant to the Services Agreement (the “Agreement”) dated as of April 25, 2018 between Marriott International, Inc. (“Marriott”) and Matte Projects (“Contractor”), and together with that Agreement form a complete agreement as to the Services (defined below) Contractor will perform. This SOW is effective as of April 25, 2018 (the “SOW Effective Date”).

Project Name: Marriott International Collections Category Marketing Campaign

1. **General Description of Project:** Creative consulting related to the development of the Marriott International Collections Category Campaign.
2. **Contractor shall perform the following services within the timeline and subject to any deadlines identified below:** Contractor shall perform the Services in accordance with the work plan, project plan, proposal, specifications, task lists, designs, Standards (as defined below) and/or requirements (the “Project Plan”), which are cross-referenced below or are attached to this SOW, and which are incorporated herein:

Provide creative consulting and production related to the development of the Marriott International Collections Category Marketing Campaign.

(the “Services”).

a) **Contractor Responsibilities:**

Advise Marriott International on the development, production, and execution of the Marriott International Category Marketing Campaign.

Descriptions of Milestones and/or Deliverables: The Milestone and/or Deliverables to be accomplished or prepared by Contractor are set forth or cross-referenced below, including delivery dates, acceptance periods, and fees:

Deliverable/Milestone	Delivery Date	Acceptance Period	Fee	Payment Due Date
Creative Planning Session	April 6, 2018	April 6, 2018	CONFIDENTIAL	Net 45 Days

3. **Payment Terms:**

No reimbursable expenses anticipated.

- 4. Timeline of SOW:** The term of this SOW commences upon the SOW Effective Date and shall terminate on December 31, 2018.
- 5. Marriott Responsibilities:** During the SOW, Marriott will be responsible for the following activities, in accordance with the work plan, project plan, proposal, specifications, task lists, designs, and/or requirements (the "Project Plan"), which are cross-referenced below or are attached to this SOW, and which are incorporated herein: Strategy and creative collaboration; brand immersion, and general advice.
- 6. Assumptions:** The cost and schedule defined above are based on the following assumptions, which if proved materially invalid, may impact such cost and schedule, provided that any such impact shall be mutually agreed by the Parties using the Supplemental Services process set forth in the Agreement: Should the April 6 planning session be cancelled or postponed, the cost and schedule defined above will be invalid.
- 7. Key Personnel and Key Positions:**

Key Person or Key Position	Percent of Time Dedicated to the Services (100% unless otherwise indicated)	Duration of Assignment (length of SOW unless otherwise indicated)
Lindsay Holmes		

- 8. Exceptions to Agreement.** Identify below by specific section reference any and all provisions of the Agreement, which are to be amended or superseded by this SOW, and specify below how such provisions are amended or superseded. Except to the extent so identified and specified below, the provisions of the Agreement remain in full force and effect and take precedence over any inconsistent provisions in this SOW. N/A.

Agreed to by:

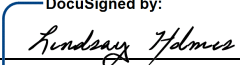
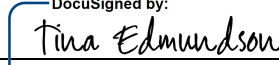
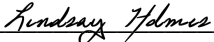
MATTE FINISH, LLC.		MARRIOTT INTERNATIONAL, INC.	
By:	<small>DocuSigned by:</small> 	By:	<small>DocuSigned by:</small> 
Name:	<small>F7C6D10026D8457...</small> Lindsay Holmes	Name:	<small>76F538425ADA462...</small> Tina Edmundson
Title:	Director of Operations	Title:	Global Brand officer
Date:	5/8/2018	Date:	5/6/2018

EXHIBIT B

CERTIFICATION OF IRCA COMPLIANCE

Lindsay Holmes, [President of Contractor] hereby certifies on behalf of [MATTE FINISH, LLC] the "Company":

1. That it has verified and will continue to verify the employment eligibility of each and every employee or independent contractor (a "worker") it has assigned and will assign to perform services for Marriott;
2. That proper and complete I-9 documentation has been and will be completed for each and every worker assigned to perform services for Marriott;
3. That all the workers assigned by the Company to perform services for Marriott are legally authorized to work in the United States; and
4. That in the event it becomes known to the Company that a worker assigned to perform services for Marriott is no longer authorized to work in the United States, the Company will immediately remove that worker from the assignment.

DocuSigned by:

Signature ID 10026D8457...

5/8/2018
Date

EXHIBIT C

**CERTIFICATE OF INSURANCE
SHOWING THE REQUIRED ADDITIONAL INSURED**

[See attached]

EXHIBIT D

DIRECT COMPETITORS

Direct Competitors are the following companies:

Hilton Worldwide
Hyatt Worldwide
IHG Worldwide
Wyndham
Shangri-La
Four Seasons
Mandarin Oriental
Fairmont
Conrad
Morgans
Kimptons
Raffles
Four Seasons
Fairmont
Citizen M
Taj
Leela
Jumeirah
Langham Hotels
Expedia.com
Booking.com
Hotels.com
Airbnb.com
Priceline.com
Homeaway.com
Belmond
Leading Hotels of the World
Rosewood Hotels
Waldorf Astoria
Dorchester Collection

EXHIBIT E

PROCEDURE FOR COMPETITIVE SERVICES

Competitors shall include the Direct Competitors listed on Exhibit D of this Agreement, and any other entity or person whose business includes the retail sale of hotel, lodging, or hospitality services that compete with Marriott's core products or services.

Contractor acknowledges that if it is contracted to perform services related to an advertising or marketing campaign promoting any Competitor it will:

- 1) Contractor shall notify Marriott, in writing
- 2) In such event, such representation shall only be permitted to the extent Contractor implements and retains a comprehensive competitive screen between its Key Personnel who are performing services for Marriott ("Contractor Marriott Work Group") and those personnel which are performing services to such Competitors ("Competitive Agency Work Group"), to ensure that no Marriott Confidential Information or other sensitive information is shared with, disclosed to, learned by, and/or used by any member of the Competitive Agency Work Group, thereby preventing any Competitor serviced by Contractor from benefiting from the use of Marriott Confidential Information or other sensitive information via its relationship with Contractor ("Competitive Screen"). Contractor shall designate one (1) senior Contractor executive as responsible for compliance with the provisions set forth hereunder.

EXHIBIT F

SOCIAL MEDIA

Marriott Contractor Social Media Policy

1. Application of Policy

"Social Media" includes all means of communicating or posting information or content of any sort on the Internet or any electronic/software application (e.g., Facebook, Twitter, Instagram, Pinterest, YouTube), including to Contractor's own or someone else's web log or blog, app, journal, or diary, personal web site, social networking or affinity web site, web bulletin board, or a chat room, whether or not associated or affiliated with Marriott or Contractor, as well as any other form of electronic communication, whether directed by Marriott or otherwise, by Contractor or its employees or Third Party Subcontractors (collectively "Contractor").

All uses of social media made for marketing purposes should be approved in advance by Marriott.

2. Disclose Connection to Marriott

Contractor should make its connection to Marriott clear. Sample disclosures include the use of **both**: (1) an in-message statement such as: "#ad", "#sponsored" or "#Marriott Contractor", "Marriott Contractor employee" as well as (2) a statement such as "Marriott Ad Contractor, opinions are our own" or "Marriott Sponsored Account" in the public bio/profile section of the account provided such section is statically visible to all users (depending upon the type of post). This connection should be disclosed regardless of space limitations of the medium and it should be prominent enough for consumers to view and understand it easily when they are reading posts.

3. Give Honest and Truthful Opinions

Statements should always reflect honest and truthful opinions and actual experiences and clearly state that the views expressed do not represent the views of Marriott (unless, of course they were directed by Marriott). If a statement is one that Marriott has asked Contractor to post, this fact should be made clear to readers.

Statements should not be inconsistent with the positive images and/or goodwill with which Marriott wishes to associate. This would likely include linking to, or including content that is sexual, violent, offensive or otherwise inappropriate for the audience for which it was intended.

4. Only Make Factual Statements That Are Truthful and Can Be Verified

Only make a factual statement about a service's characteristic or quality of Marriott or its competitors which has been verified by Marriott. Remember that even if you don't expressly state a fact, it may be implied, and this applies to both express and implied messages. Any claim

regarding Marriott or its properties must be properly qualified including the inclusion of any disclosures and material terms or conditions. Such disclosures must be prominent and placed close to the triggering statement.

In the rare cases where there are significant space restrictions, links may be used provided they accurately convey the importance, nature, and relevance of the information to which it leads. E.g., a link to important terms that is labeled simply “disclaimer” is generally not sufficient.

5. Promotions, Giveaways or Contests

Giveaways, sweepstakes or contests conducted by Contractor or someone engaged by it are subject to applicable laws and compliance with Marriott's policies. Bloggers invited to participate in a Marriott sponsored giveaway must provide receipt of acknowledgement of their participation and agree to be in compliance with this Policy. All promotions must contain a brief description about Marriott and post links to Marriott websites. Any promotion (sweepstakes, contest, free giveaway, etc.) conducted at Contractor's direct request must disclose Marriott's affiliation (See Paragraph 2 above). If a promotion involves the solicitation and public posting of user-generated content, entrants must be instructed to include an appropriate disclosure when posting the entry, e.g, #contest or #sweeps. Any Contests or Sweepstakes must provide promotional disclaimers, a link to the complete Official Rules approved by Marriott, Inc. and be compliant with all applicable legislation and regulations.

6. Do Not Disclose Any Marriott Confidential Information

If Contractor receives or become aware of information about Marriott, or its products or services or its internal business operations (including financial information) that is not known by the general public or is subject to a Non-Disclosure Agreement, *do not disclose such information*. To the extent Contractor has any question whether information is confidential in nature, either contact Marriott directly before disclosing such information or otherwise err on the side of caution and do not disclose the information.

7. Respect Intellectual Property Rights

Only use Marriott intellectual property with express written permission, and do not alter or modify any Marriott intellectual property. Only use third-party owned intellectual property with express permission or when such use is otherwise permitted under the law (such as a "fair use"). Note: a determination that a use is a "fair use" is a legal judgment and should likely only be made after consultation with Marriott's legal department, or your own legal counsel, as appropriate. All Social Media should comply with applicable laws.

8. Do Not Send E-Mail/Electronic Messages on Marriott's Behalf Unless Expressly Requested

Unless expressly requested in writing, Marriott does not want Contractor to send any e-mails/electronic messages on its behalf.

9. Contractor Is Responsible For Its Actions

Contractor is liable under law for its actions, which makes following this Policy, as well as all other applicable laws, regulations and other applicable legal authority, particularly important. Furthermore, Marriott will hold Contractor directly responsible for any claims which arise from its violation of the law, this Policy, or Marriott's rights.

10. Marriott Reserves the Right To Ask Contractor To Remove Content

Contractor agrees that it will immediately remove any content relating to Marriott, its products or its services, those of its competitors or those associated with Marriott, upon notice from Marriott that it finds the content objectionable. Even if we do not notify Contractor, Marriott expects that Contractor will promptly remove any content for which it receives a legitimate complaint or which Contractor later becomes aware may be in violation of the law or otherwise violate third-party rights.