

BARTER AGREEMENT

This BARTER AGREEMENT (this "**Agreement**") is entered into, for good and valuable consideration, by and between:

HADES J. WOODS (the "**Offeror**"), of
666 Hell Ave.
Provo, Utah 84606;

and,

MEGARA S. EGAN (the "**Offeree**"), of
1369 Damsel Ln.
Provo, Utah 84604.

The Offeror and Offeree are sometimes collectively referred to herein as the "Parties" and may be individually referred to as a "Party." This Agreement is effective as of the date of last signature below (the "**Effective Date**"). The Parties jointly agree to be bound by the terms and conditions described in this Agreement when bartering the goods and/or services outlined in § 11 of this Agreement (the "**Bartered Goods**").

This Agreement consists of: (i) this signature page; (ii) the attached Standard Terms and Conditions; and (iii) all the written Terms of Barter by the Parties ("**TOBs**"), together with any related materials and arrangements thereto, executed by the Parties under this Agreement, all of which are incorporated herein by this reference.

This Agreement is the complete agreement between Parties and replaces any prior or contemporaneous oral or written communications between the Parties concerning the subject matter of the relevant TOB(s). There are no conditions, understandings, agreements, representations, or warranties, express or implied, which are not specified herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

("OFFEREE")

MEGARA S. EGAN

Full Legal Name

Signature

Date

("OFFEROR")

HADES J. WOODS

Full Legal Name

Signature

Date

STANDARD TERMS AND CONDITIONS

§ 1 – AGREEMENT STRUCTURE. Each TOB executed by the Parties under this Agreement shall be subject to these Standard Terms and Conditions. Each TOB shall specifically reference this Agreement and set forth the specific terms and conditions pertinent to the Bartered Goods (as defined in each TOB). When fully executed, each TOB shall be incorporated into, and shall form a part of, this Agreement. The various provisions and all other materials and information contained within this Agreement shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflict between them.

§ 1.1 – Titles, Headings, and Subheadings. Each segment of this agreement is titled with its respective purpose; i.e., each segment of this Agreement is represented by a Title, whereby all the individual Titles found herein comprise the substance and entirety of this Agreement; the Titles found within this Agreement are, in order from first to last: “Barter Agreement”; “Standard Terms and Conditions”; and “Terms of Barter.” The Headings and Subheadings of clauses contained under each Title of each segment of this Agreement are differentiated by their respective “Section” symbol (§) and number. Each individual Heading is represented by a *whole* number (e.g., “1, 2, 3 . . .”); and each individual Subheading under its pertinent Heading is represented by the number of its respective Heading, followed by a decimal point (e.g., “1.1, 1.2, 1.3 . . . ; 2.1, 2.2, 2.3 . . .”) in order to differentiate each individual Subheading. In addition to having decimal points, each Subheading can be distinguished as such by looking at its indentation and location—0.5 inches to the right and directly underneath its respective Heading. The use of Titles, Headings, and Subheadings are for convenience and ease of reference and do not limit the scope or intent of any clause(s) found therein.

§ 2 – TERM. This Agreement shall commence on the Effective Date and continue until the expiration or termination of all TOBs. The term of each TOB is as specified in such TOB.

§ 3 – CONFIDENTIALITY.

§ 3.1 – Confidential Information. In the course of this Agreement, each Party may obtain information from the other Party that is confidential and proprietary in nature, which includes, but is not limited to, the terms of this Agreement; nonpublic personal information; any information regarding a Party’s current, future, and proposed plans, regardless of the nature or scope of said plans; data; and any other information the receiving Party knows or reasonably ought to know is confidential, proprietary, or secret information (collectively, “**Confidential Information**”).

§ 3.2 – Obligations. The Parties agree that at all times, and notwithstanding the termination or expiration of this Agreement, they shall hold all Confidential Information of the other Party in strict confidence and trust, and shall not use, reproduce, or disclose the Confidential Information of the other Party to any person or entity, except as specifically and explicitly permitted by the Party to whom the Confidential Information belongs and/or pertains.

§ 3.3 – Exclusions to Confidentiality. The restrictions on use and disclosure of Confidential Information set forth in § 3.2 shall not apply to the extent the Confidential Information: (i) is or becomes generally available to the public through no fault of the receiving Party (or anyone acting on its behalf); (ii) is subsequently disclosed to the receiving Party by a third

party who may rightfully transfer and disclose the information without restriction and free of any obligation to keep it confidential; or (iii) is independently developed by the receiving Party or a third party without reference or access to the disclosing Party's Confidential Information.

§ 4 – INDEMNIFICATION. Offeree agrees to protect, defend, indemnify, and hold Offeror harmless from and against all claims of third parties arising out of or related to either Party's use of information obtained as a result of the barter or attributable to Offeree's breach of this Agreement; provided that Offeror gives Offeree prompt written notice of any such claim. Offeror shall control the defense and any settlement of such claim, and Offeree shall cooperate with Offeror in defending against such claim. Furthermore, Offeree agrees to protect, defend, indemnify and hold Offeror harmless from and against all claims of third parties arising out of or related to: (i) violation of any third party's rights of publicity or privacy; (ii) violation of any law, statute, ordinance or regulation; or (iii) acts that are defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

§ 5 – TERMINATION.

§ 5.1 – Termination for Cause. If either Party breaches any provision of this Agreement, including provisions of any TOB, the non-breaching Party may, upon providing written notice of such breach, terminate this Agreement in its entirety or the specific TOB that was breached, if the breach is not remedied within 24 hours following such notice.

§ 5.2 – Termination for Failure, or Anticipated Failure, to Provide Bartered Goods. Offeror may immediately terminate this Agreement, with prejudice and upon merits, with or without written notice and at its own disclosure, in the event that Offeree becomes unable, or is anticipated by Offeror to become unable, to provide the promised Bartered Goods described in § 11 of this Agreement.

§ 5.3 – Effective of Termination. Termination of this Agreement shall not relieve Offeree of any obligation(s) accruing prior to such termination.

§ 6 – LIMITATION OF LIABILITY. Offeree agrees to and covenants under penalty of perjury that in no event shall Offeror, or any provider of information used by Offeror in preparing or providing the Bartered Goods, be liable for any incidental, consequential, indirect, special, punitive, or exemplary damages; lost goods, valuables, necessities, or any form of assets; lost or damaged data or information; and any other liability for any event, cause, or circumstance; whether arising in contract, tort (including negligence), or otherwise, even if offeror is aware of the possibility of such loss or damages.

§ 7 – WARRANTIES. The Bartered Goods and any other pertinent item or procedure, whether tangible or intangible, are provided "AS-IS" and Offeror provides no warranties for the Bartered Goods, either expressly or impliedly, either in fact or by operation of law, statutory or otherwise, and Offeror specifically disclaims any implied warranty of merchantability, fitness for a particular purpose, or non-infringement with respect to the bartered goods or any pertinent item provided hereunder, to the extent such warranties are applicable. Offeror disclaims any warranties created by a course of deal, course of performance, or course of usage.

§ 8 – GENERAL PROVISIONS.

§ 8.1 – Relationship of Parties. The Parties acknowledge that this is a barter relationship based on the express provisions of this Agreement and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by this Agreement. Parties agree to and accept their implied duties of good faith and performance, and covenant under penalty of perjury to cooperate with one another and to execute and deliver, or cause to be executed and delivered, to the other such additional instruments of conveyance and transfer and evidences of assumption as such party may reasonably request or as may be otherwise necessary or desirable to carry out the purposes of this Agreement. Offeree agrees and acknowledges that Offeror has the power and right to obligate, direct, and supervise the daily affairs of Offeree, based upon the fact that Offeree sold its soul to Offeror in a previous, unrelated transaction. Offeree may not assign any of its rights or obligations hereunder without the prior written consent of Offeror.

§ 8.2 – Notices. All notices required under this Agreement shall be sent to the addresses on the signature page of this Agreement, and, if the notice relates to a specific TOB, to any additional notice addresses listed in such TOB, it shall be directed to the attention of the signatories. Either Party may from time to time change its address for notification purposes by giving the other Party written notice of the new address and the date upon which it will become effective. Notwithstanding the foregoing, notices regarding changes in Bartered Goods, policies, or programs may be communicated by e-mail or by any other medium that efficaciously keeps a written record of the entire communication.

§ 8.3 – Assignment. Offeree shall not assign or transfer this Agreement or any rights or obligations under this Agreement without Offeror's prior written consent. A change in control constitutes an assignment under this Agreement. Any unauthorized assignment or transfer shall be void and constitutes ground for immediate termination of this Agreement by Offeror. This Agreement binds and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

§ 8.4 - Merger. This Agreement signed by both Parties constitutes a final written expression of all the terms of this Agreement, and is a complete and exclusive statement of those terms.

§ 8.5 – Severability. If any provision, or part thereof, of this Agreement becomes or is declared invalid, illegal, or unenforceable in any respect under any law, such provision, or part thereof, shall be null and void, and deemed deleted from this Agreement. The validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

§ 8.6 – No Waiver. Any waiver is only valid to the extent expressly set forth in writing. No waiver by either Party of any right under this Agreement shall constitute a subsequent or continuing waiver of such right or any other rights under this Agreement.

§ 8.7 – Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Utah, without giving effect to its principles of conflicts of law. Any litigation arising out of this Agreement shall be brought by either Party in a court of competent jurisdiction, and each Party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum. Each Party hereby expressly and irrevocably waives the right to a jury trial.

§ 8.8 – Consequences of Breach. In the event that Offeree breaches any TOB or any other provisions of this Agreement, Offeror retains the right and has full disclosure to rescind this Agreement in part or in its entirety, and any consideration bartered by it to Offeree will be returned. In the event that Offeree's material breach of any part of this Agreement causes any loss, perjury, or any pertinent damages and/or injuries to Offeror, Offeror shall retain the right to initiate and pursue any appropriate and necessary legal action against Offeree for the recovery of, but not limited to: (i) special damages; (ii) general damages; (iii) attorney's fees and costs incurred during the course of litigation; (iv) and such other and further relief as the Court may deem necessary, just and proper under the circumstances.

§ 8.9 - Force Majeure. Neither party shall be held responsible if the fulfillment of any TOB's and/or any provisions of this Agreement are delayed or prevented by revolutions or other disorders, wars, acts of enemies, fires, floods, acts of Zeus, or without limiting the foregoing, by any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, the party is unable to prevent, whether of the class of causes hereinbefore enumerated or not.

§ 8.10 – Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party shall be entitled to recover actual reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

§ 8.11 – No Third-Party Beneficiaries. Offeror and Offeree agree that this Agreement, including each and every TOB, are for the benefit of the entities executing such document(s) and are not intended to confer any rights or benefits on any third party and that there are no third-party beneficiaries as to any part or specific provision of this Agreement.

§ 8.12 – Survival. The following sections shall survive the expiration or termination of this Agreement: § 3 (Confidentiality); § 4 (Indemnification); § 6 (Limitation of Liability); § 7 (Warranties); and § 8 (General Provisions).

§ 8.13 – Counterpart, Facsimile Execution. This Agreement may be executed in any number of identical counterparts and signature pages may be detached from one counterpart and added to another counterpart. This Agreement may also be transmitted between the Parties by facsimile machine or scanned electronic transmission. The Parties intend that faxed or scanned electronic signatures shall constitute original signatures and that a faxed or scanned electronic copy of this Agreement containing the signatures (original, faxed or scanned electronic) of both Parties, by counterpart or otherwise, is binding on both Parties.

TERMS OF BARTER

§ 9 – **DATE AND LOCATION OF BARTER.** The delivery or exchange of the Bartered Goods is to be made on or before the time when the planets align, and is to occur at Offeror's address, which can be found in the signature page of this Agreement. Each party hereby agrees to adhere to the delivery schedule and location as set herein.

§ 10 – **REPRESENTATIONS.**

§ 10.1 – **Exchange of Bartered Goods.** Offeror and Offeree each represent to the other that they will deliver and exchange the Bartered Goods at the time and place provided above. Each party agrees to inform the other of anticipated fees before commencement of any exchange of goods and/or services under this Agreement. Offeree understands and agrees that it is responsible for initiating the exchange of the Bartered Goods with Offeror, and that the delivery of such will cause for Offeror's barter to be automatically and instantaneously delivered to Offeree.

§ 10.2 – **Freedom of Contract.** Each party represents that they are freely and legally entering into this Agreement and will hereby abide by its terms and conditions.

§ 10.3 – **Lawful Barter.** Each party represents and warrants that (i) the Bartered Goods they have offered for barter can legally be exchanged by them and their assigned agents or dealers and (ii) they have full power to enter into this Agreement. Each party also represents and warrants that, to the best of their knowledge, their Bartered Goods do not infringe upon any statutory or common law rights, proprietary rights, or any other rights whatsoever, and that their Bartered Goods are free and clear of all encumbrances. Each party also represents and warrants to the best of their knowledge that the information included in this Agreement is true and correct.

§ 10.4 – **Price Agreement.** Each party agrees to adhere to the price of the Bartered Goods set by the other party in this Agreement as final. Each party represents to the best of their knowledge that the cost for their Bartered Goods represents the fair market value within the applicable industry in hell.

§ 11 – **BARTERED GOODS.** WHEREFORE, the Bartered Goods for which this Agreement pertains, and for which each provision found herein protects, are described and offered by the Parties as follows:

OFFEROR OFFERS THE FOLLOWING GOODS FOR BARTER:

Description: *Offeree's Freedom*

IN EXCHANGE, OFFEREE OFFERS THE FOLLOWING SERVICE FOR BARTER:

Description: *Find Hercules' weakness*

IN WITNESS WHEREOF, the Parties agree and covenant to uphold and be bound by each and every provision, promise, TOB, and any other item described in the entirety of this Agreement. Each party understands that their respective dated signatures will duly authorize the full execution of this Agreement in its entirety, and that it will irrevocably oblige the permanent exchange of their Bartered Goods. The Parties agree to and sign this Agreement as follows:

<p>“I, Megara S. Egan, the Offeree of this Agreement, agree to and solemnly covenant under penalty of perjury that I understand and shall uphold each and every item which has been heretofore explained, and that my dated signature below will legally bind me to give Offeror Hercules’ weakness in exchange for my freedom.”</p>
<p><u>MEGARA S. EGAN</u> <i>Full Legal Name</i></p>
<p>_____ <i>Signature</i></p>
<p>_____ <i>Date</i></p>

<p>“I, Hades J. Woods, the Offeror of this Agreement, agree to and solemnly covenant under penalty of perjury that I understand and shall uphold each and every item which has been heretofore explained, and that my dated signature below will legally bind me to give Offeree its freedom in exchange for Hercules’ weakness.”</p>
<p><u>HADES J. WOODS</u> <i>Full Legal Name</i></p>
<p>_____ <i>Signature</i></p>
<p>_____ <i>Date</i></p>