

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “MOU”) is made and entered into on this **28 Jun 2023** by and between:

Company: **Futurale Canada, International Management Consulting Services**

Address: **7000 rue Allard, N°447, H8N1Y7, Montréal, Canada**

Represented by: **Daniel Delfani**

Title: **CEO and founder**

Website:

www.futurale.org

www.futurale.tv

and

Company:

Address:

Represented by:

Title:

Website:

Both of whom are collectively known as the “Parties,”

WHEREAS the First Party and the Second Party desire to enter into an agreement in which they will work together to achieve the various aims and objectives relating to the:

Planning and organizing the second Futurale Foresight Forum in 2024

AND WHEREAS the First Party and the Second Party are desirous to enter into a MOU between them, setting out the working arrangements that each of the two agree are necessary to complete the Project.

1. Purpose & Scope. The purpose of this MOU is to provide the framework, the scope of work, terms and conditions, and responsibilities of the Parties associated with their work on the Project, as attached in more detailed information for the Project that Parties have agreed upon, if applicable.

As further outlined below, both parties will collaborate on the following main objectives of the Futurale Foresight Forum (FFF):

a. Knowledge Exchange:

- Collaborate on the planning and implementation of initiatives aimed at facilitating knowledge exchange.

b. Promote Networking:

- Work together to enhance networking opportunities within the scope of the Project.

c. Speaker Selection:

- Collaborate on the research and selection of speakers, keynote presenters, and moderators for the Futurale Foresight Forum.

d. Sponsorship Acquisition:

- Identify potential sponsors and partners for sponsorship acquisition.

e. Marketing and Promotion:

- Jointly plan and implement marketing and promotional activities for the Futurale Foresight Forum.

f. Collaborative Sponsorship Seeking:

- Engage in collaborative efforts to seek sponsorships for the Futurale Foresight Forum.

g. Utilize Various Channels:

- Explore and utilize various channels, including social media, email campaigns, and partnerships, to enhance the visibility and success of the Futurale Foresight Forum.

2. The Parties Obligations. The Parties desire and wish that this document will not create any form or manner of a formal agreement, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership and leadership meant to maintain, safeguard, and sustain sound and optimal financial, managerial, and administrative commitment with regards to all matters related to the Futurale Foresight Forum.

3. Cooperation. The Parties represent that they have unique, specialized expertise that they will draw upon to meet the objectives of the Futurale Foresight Forum.

4. Logo

Each party undertakes to recognize the other parties in their communication activities, including primary and secondary publications resulting from this work and to respect the rules and regulations for the use of each other's logos and visual identity. Both parties can put their logo on their website as partners.

5. Resources. The Parties will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the Futurale Foresight Forum.

6. Communication Strategy. Marketing of the Project should always be consistent with the aims of the Projects and only undertaken with the express written agreement of both Parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Projects.

7. Dispute Resolution. The Parties to this MOU agree that if any dispute arises through any aspect of this agreement, including, but not limited to, any matters, disputes, or claims, the Parties shall confer in good faith to promptly resolve any dispute.

8. Assignment. Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.

9. Amendment. This MOU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.

10. Termination. This MOU may be terminated by mutual written or Email agreement of the Parties upon 30 days' notice.

This MOU shall automatically terminate upon completion of all responsibilities as stated in the "Purpose & Scope" section.

12. Prior Memorandum Superseded. This MOU constitutes the entire Memorandum between the Parties relating to this subject matter and supersedes all prior or

simultaneous representations, discussions, negotiations, and Memorandums, whether oral or written.

13. Understanding. By signing this MOU, both Parties of this MOU mutually agree and understand that:

Each Party will take finance and legal responsibility for the actions of its affiliates, officers, employees, independent contractors, agents, volunteers, and representatives.

14. Severability. Any part or provision of this MOU that is found to be unenforceable, illegal, void, or prohibited in any jurisdiction will be ineffective without invalidating the remaining provisions and parts of the MOU. In such a scenario, the Parties will use reasonable efforts to employ and find an alternative way to achieve the same or substantially the same result as contemplated by such part or provision.

15. Authorization and Execution. The signing of this MOU does not constitute a formal understanding and as such it simply intends that the Parties shall strive to reach, to the best of their abilities the objectives stated herein.

16. This MOU may lead to a commercial contract between the two parties if they agree. All financial aspects (expenses, revenue, benefits for each party, funds, budget, etc.) will be defined in a separate commercial contract

The First Party's Representative Daniel Delfani, CEO and Founder Date:

The Second Party's Representative.....