

Master Services Agreement

1. Introduction

The Master Services Agreement (the "Agreement") is between TRW II, LLC, a New York limited liability company with an address of 666 Greenwich street, New York, New York 10014 ("The Right Way"), and Greeny Collaboration Group Corp., with an address of 420 Lexington, New York, New York 10170 ("Client"), dated July 24, 2019 shall apply to this Statement of Work for the supply of the following Services.

2. Project Background

This project consists of designing, developing and launching an integrated, branded, online retail solution for the Client.

The Right Way will conduct a strategy and discovery phase. Deliverables of such phase will include an outline of the requirements for the execution of this project.

The Right Way hereby declares that the Company and its principles are fully able to fulfill all the obligations set forth herein and have the experience and acumen to complete all the tasks and deliverables stipulated in this present agreement based on completion of similar tasks and/or obligations that the Company and its principles have already done in past projects.

The proposed solution shall have global reach and hold its own inventory source, product merchandising, content, messaging and assets, tax policies, shipping, promotional and marketing rules and payment gateway, among other features.

The Website(s) shall contain the main elements of the brand, shopping and content experience, while featuring the integrations and customizations that are within scope; it shall represent the aesthetic vision of the brand and engage the user through a best-practices shopping experience, while providing the business with tools to manage, merchandise and market the web store's operations, transactions and content, for both mobile and desktop devices, from a centralized location.

Integrations of the website shall include modifications tailored to enable interaction with applicable third-party platforms and services, which may require compatible third-party modules, as well as additional business logic, configurations and customizations.

3. Objectives

The main goal of this project is:

Design, develop and launch a branded, responsive online retail ecommerce solution for Client per agreed upon specifications resulting from the initial discovery phase.

4. Services and Deliverables

During the timeline of this project, The Right Way shall provide Client with the following input:

- Technical Direction
- Information Architecture and UX / Taxonomy
- Theme Selection
- Creative Direction and Design
- Front End Development and Back End Integrations
- IT and Infrastructure Support
- Quality Assurance and Testing
- Platform Training and Documentation
- Account and Project Management
- Financial Tracking

The main Deliverables will be:

- An operational Shopify Plus Website within the agreed upon specifications
- An operational Magento 2 EE Website within the agreed upon specifications

Additional documents and tools to be used in managing this project:

- Project Timeline
- Project Management Tools and Platforms
- Project Status and Financial Tracking Reports
- Statements of Work
- Change Orders
- Invoices

5. Project Stages

Based on known information to date, the parties agree to the following Stages for this project:

Stage 1: Platform Deployment Configuration; Customizations and Integrations for the Shopify Plus Website.

Highlights:

- Front-End Build
- Back-End Build
- SEO Implementation
- Customizations and Integrations
- Platform, Hosting and IT Setup
- Data Migration
- Training and Supporting Documentation
- Creative Quality Assurance

Stage 2: Platform Deployment Configuration; Customizations and Integrations for the Magento 2 EE Website.

Highlights:

- Front-End Build

- Back-End Build
- SEO Implementation
- Customizations and Integrations
- Platform, Hosting and IT Setup
- Data Migration
- Training and Supporting Documentation
- Creative Quality Assurance

6. Project Details, Templates, Features and Integrations

Included Front-end Templates for Phase 1 Launch:

- Homepage
- Product Listing Page (PLP)
- Product Detail Page (PDP)
- Shopping Bag + Checkout Flow (styling)
- User Account Flow (styling)
- About Brand
- Blog
- Search / Results based on PLP
- 1-Column Utility: Error, FAQ, Contact, Legal Disclaimer, Privacy Policy, Terms of Use
- Quick View/Quick Shop on PLP
- Additional Content Templates: Landing pages, static pages, menu images

Third-party Integrations Included for Phase 1 Launch

- Jetti.io (Fulfillment Dropship)
- Payment Gateway
- Tax
- ESP (Email Service Provider)
- CDP (Customer Data Platform)
- Chat / Customer Service
- EAZE

Included Templates for Phase 2 Launch:

- TBD – Deliverable of Discovery Phase

Third-party Integrations Included for Launch

- TBD – Deliverable of Discovery Phase

Website features and content shall be managed from the platform's centralized backend Content Management System, unless otherwise specified.

7. Platform and Hosting

Phase 1: This SOW assumes Shopify is the platform of choice. Shopify Plus is responsible for the solution's hosting and network infrastructure. Client is responsible for acquiring a Shopify license at the time of project start. Client must provide access credentials to The Right Way to be able to execute the project.

Phase 2: This SOW assumes Magento is the platform of choice. Magento is responsible for the solution's hosting and network infrastructure. Client is responsible for acquiring a Magento license at the time of project start. Client must provide access credentials to The Right Way to be able to execute the project.

8. Schedule Adherence

The Right Way shall deliver a final project calendar, including deliverables and milestones, at the close of Discovery, which shall be reasonable to execute the requirements included within this SOW.

Client and The Right Way shall work to promptly respond to requests or approve documents issued by the other party. Both parties shall not withhold response for more than 2 business days, unless otherwise noted or agreed upon in writing.

The Right Way shall provide advanced notice for all reviews and approval milestones. Client shall ensure project lead and relevant resources are in attendance.

9. Asset Sharing

Client agrees to timely delivery of project assets and other Client Materials. Unreasonable delays by Client in the delivery of Client Materials may impact subsequent milestones and timeline.

10. Change Management

All changes requested by Client during this project shall be reviewed against this Statement of Work. Changes that are determined to be out of scope or that significantly affect previously signed off materials, shall be issued as SOW Change Orders and may result in additional time and fees. The Right Way shall provide Client with a budget and timeline for all out of scope activities, which shall be approved by both parties in writing before any additional work is performed.

Client understands and agrees that temporarily pausing or stopping this project shall impact the timeline and The Right Way's resourcing and operations. If Client pauses or temporarily stops the project beyond a reasonable period (established at five (5) business days), the timeline shall be adjusted accordingly and The Right Way may bill Client to reasonably compensate for the impact in its resources and planning, on the month they occur, at the agreed upon blended hourly rate.

Client understands and agrees that changes to parts and/or dependencies of the project may impact timeline and budget and that additional rounds of revisions may also impact timeline and budget; these shall be billed monthly after they occur, at the agreed upon hourly rate.

Client understands and agrees that time spent by The Right Way in researching, defining, scoping and managing any client proposed new systems, requirements or changes to the scope of work during the project, shall be billable to the Client at the agreed upon blended hourly rate on the month such activities occur, regardless of the results or Client's final decision on such new items.

11. Deliverable Acceptance

The Right Way shall notify Client in writing of the completion of each Deliverable. Upon completion of each Deliverable, The Right Way shall deliver to Client electronic (or other mutually agreed upon type of file) versions of the Deliverable for approval. Delays in approval of Deliverables may cause delays to subsequent project milestones.

12. Responsibilities

The parties understand and agree that the project involves a collaborative process in which each party will have certain obligations to the other and that its performance of those obligations may sometimes depend on the other party's cooperation.

13. Assumptions

The Right Way arrived at the project scope, budget, and schedule estimates using the following assumptions:

- All applicable integrations of the Website shall be executed through existing Shopify modules, unless otherwise specified in writing.
- Client shall provide master catalog of product in a format compatible with Shopify Plus data ingestion requirements.
- Client shall provide all data, copy, images and other assets and content ready for upload.
- Photography, videography and copywriting production are not included in this SOW.
- Only one (1) Website in English and transacting in one (1) currency is included in this SOW.
- Translations and currency conversions are not considered in this SOW.
- Third party fees are the responsibility of the Client.
- Shopify shall provide hosting management, server configuration, backup, etc.
- Platform licensing fees are the responsibility of the Client.

14. Fees & Timeline

The Right Way has estimated the fees for this SOW at the amount below.

FEES: \$150,000 in cash and 200,000 common shares in the Client at \$0.025 per share.

Payment Schedule and Information

- Payment 1 of \$50,000 on Kickoff Project (At time of SOW signing)
- Payment 2 of \$50,000 on Project Completion (Phase 1 Website launch)
- Payment 3 of \$25,000 on September 2nd, 2019 (Phase 2 mid-way project check point)
- Payment 4 of \$25,000 on Project Completion (Phase 2 Website launch)

Timeline

- Phase 1: 4-6 Weeks
- Phase 2: 16-20 Weeks

IN WITNESS WHEREOF, the parties have hereunto signed the present agreement on the day and year herein below written.

SIGNED:

TRW II, LLC

CLIENT

By:

By:

"Joseph Johnson"

"Frank Weil"

Joseph Johnson
Managing Partner
Date: 07082019

Name: Frank weil
Title: CEO
Date: 07082019