

INITIAL MEMORANDUM OF UNDERSTANDING
BETWEEN
PET® INTERNATIONAL, INC. d/b/a
MOBILITY WORLDWIDE
AND
PET MOBILITY PROJECT FOUNDATION, INC.

Premises:

Whereas, PET® International, Inc. (PI), a Missouri non-profit corporation, and IRS Section 501(c)(3) tax exempt public charity was created for the purpose of coordinating and assisting the affiliate PET®/Mobility cart workshops around the world, and their related parts-makers and distribution partners, in the building of mobility devices for and distribution to the indigent mobility impaired around the world and external to the United States; *and*

Whereas, PI has registered the name Mobility Worldwide® (MW) as a fictitious name under which to do business, and further, has registered PET®, Mobility Worldwide® and its logo, as registered trademarks with the U.S. Patent and Trademark Office (USPTO), registering same as property of PI and protecting its exclusive use of same; *and*

Whereas, the PET Mobility Project Foundation, Inc. (PMPF) is also a Missouri non-profit corporation, and IRS Section 501(c)(3) tax exempt public charity, and an initiative of PI, created at the request of the PI board of trustees, for the principal and specific purposes of (1) promoting PET®/Mobility vehicles for individuals with disabilities who have no means of mobility, by soliciting donations for funding and underwriting the production, coordination and dissemination of such vehicles to international agencies, sponsors, and distribution partners, and (2) accepting gifts, grants, and other conveyances of real or personal property, to take and hold same subject to the conditions, restrictions, and limitations, if any, that may be imposed by the donors or makers of such gifts, grants or conveyances, and (3) managing, caring for, controlling, mortgaging, selling, or otherwise dealing with such property, to accomplish the broad ends of this agreement and PMPF corporate purposes, as well as other general charitable relief and all other purposes enumerated and permitted such organizations under the above federal and state statutes, rules and regulations; *and*

Whereas, in furtherance of this effort, it is anticipated and expected by both organizations that PMPF use the names and trademarks: PET®, PET® International, Inc, and Mobility Worldwide®, as well as its logo, similar promotional material and media, copyrighted or not, and links to its website, in PMPF promotional materials, advertising and web media;

It is therefore mutually agreed that pursuant to PI Board approval on November 7, 2017, PMPF and its Board of Trustees, officers and agents are licensed and specifically permitted to use the names and trademarks: PET®, PET® International, Inc, and Mobility Worldwide®, as well as its MW logo, similar promotional material and media, copyrighted or not, and links to its website, in PMPF promotional materials, advertising and web media.

In consideration therefor:

- (1) PMPF will (a) promote PET@/Mobility vehicles for individuals with disabilities who have no means of mobility, by soliciting donations for funding and underwriting the production, coordination and dissemination of such vehicles to international agencies, sponsors, and distribution partners as well as other general charitable relief and all other purposes enumerated and permitted such organizations under the above federal and state statutes, rules and regulations; (b) accept gifts, grants, and other conveyances of real or personal property, to take and hold same subject to the conditions, restrictions, and limitations, if any, that may be imposed by the donors or makers of such gifts, grants or conveyances, and (3) manage, care for, control, mortgage, sell, or otherwise deal with such property; all for the benefit of MW and to accomplish the broad ends of this agreement and the mutual corporate purposes of PMPF and MW; *and*,
- (2) PMPF will make distributions to Mobility Worldwide directly and at its direction, to affiliate shops, parts-makers and distribution partners, in furtherance of that effort and this agreement, and will manage, protect and maximize returns from and on such property so held, for the benefit of Mobility Worldwide@ and its affiliates, parts-makers and distribution partners, and ultimately, the end recipients of the PET@/Mobility carts and devices.

It is further agreed that:

- (1) PMPF will have unilateral control of the *timing* of distributions to MW or to affiliates, parts-makers, or distribution partners made at the direction of MW; *and*
- (2) MW will have two board seats on the PMPF Board of Trustees, to be filled by the MW Executive Director and MW Chairman of the Board of Trustees; *and*
- (3) The PMPF Board of Trustees and the MW Board of Trustees will both approve his Initial Memorandum of Understanding, and register same in their official corporate minutes, and any subsequent amendments of this agreement shall similarly be reduced to writing, approved and recorded.

Attested to and agreed, the date hereinafter indicated by each of the parties hereto.

PET@ International, Inc., d/b/a
Mobility Worldwide@

BY: James L. Conn
Jim Conn
Chair, PI Board of Trustees

Date: 12/11/17

BY: Scott Walter
Executive Director, PI

Date: 12/11/17

PET@ Mobility Project Foundation, Inc.

BY: John Stafford
John Stafford
Chair, PMPF Board of Trustees and
President

Date: 11/7/17