

## INDEPENDENT CONTRACTOR AGREEMENT

Any reference to “this Agreement” or “the Agreement” refers collectively to the Independent Contractor Agreement and the Independent Contractor Term Sheet (“Term Sheet”). The Independent Contractor Agreement is expressly incorporated into and made part of the Term Sheet to collectively produce the Agreement between the Parties. References to M CLIQUE LLC (“Company”), a Florida Limited Liability Company, shall include any existing or future parents, subsidiaries, affiliates or other related entities, and any person, including officers and directors, authorized to act on behalf of the Company.

IF CONTRACTOR ACCEPTS THE AGREEMENT ON BEHALF OF AN ENTITY OR AGENCY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, CONTRACTOR REPRESENTS AND WARRANTS THAT THEY HAVE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE AGREEMENT, AND CONTRACTOR AGREES THAT THEY ARE BINDING BOTH THEMSELVES AND THAT ENTITY OR AGENCY TO THE AGREEMENT.

1. Services. The scope of this Agreement is limited to the work described in the Term Sheet. The question of whether work falls within the scope of Services will be handled with common sense, mutual agreement, mutual respect, and fairness. Company, however, retains the final right to determine what work or deliverables are included or excluded in the scope of Services at Company’s sole discretion.

1.1. General description of services. Contractor will perform services for the Company as an independent contractor (“Services”). Services may include, but are not limited to, administrative tasks, technology-projects, prototyping, coding, engineering, technology development, photography, videography, development efforts, sales, marketing, research, writing, secretarial work, website development, testing, video/audio creation, graphics, social media content creation, drafting written content or articles, or other assistance. Company has specially commissioned Contractor to provide Services, for a limited-term, and for a limited purpose, because of Contractor’s unique skillset.

1.2. No harm to Company. In rendering Services, Contractor warrants that Contractor will render Services in accordance with any applicable laws, rules and regulations. Contractor agrees to and is solely responsible for providing Company with draft and final work product that does not infringe on the intellectual property rights of any third Parties. Should Company face any damage or penalties whatsoever because of Contractor’s failure to perform due diligence or otherwise ensure that work product complies with applicable laws, rules and regulations, Contractor agrees to defend, indemnify and hold Company harmless against any harm, damages or exposure whatsoever Company may endure.

1.3. No solicitation of Company’s Clients. In providing Services to Company, Contractor may come into contact with or have access to information pertaining to Company clients, which include individuals and entities that have or seek to enter into a professional relationship with Company (“Clients”). Company retains the right to control, maintain, and protect its relationship with Clients. In providing Services, Contractor agrees not to engage in any conduct that may negatively affect Company’s relationship with Clients, including, but not limited to: (a) ensuring that Contractor fully protects Clients’ confidential materials; (b) not soliciting Clients that Contractor was introduced to through Company to work independently with Contractor without Company’s written authorization; (c) not conspiring or acting in a manner that intentionally removes Company out of relationships it brokered or fees it is entitled to; and, (d) not harming or breaching the professional relationship that exists between Company and Client, and, by extension, Contractor.

1.3 Contractor’s performance of Services. Company does not control the manner or means by which Contractor performs Services. Contractor, however, agrees to perform Services in a diligent and workmanlike manner. Contractor agrees that the content, style, form, and format of Services must be completely satisfactory to Company and must be consistent with Company’s standards, policies, and procedures that shall be conveyed to Contractor orally and/or in writing. Company retains the right to determine whether Contractor’s Services satisfy Company’s standards and to withhold payment to Contractor for failure to produce work satisfactory to Company’s standards.

2. Condition. Company will have no obligation under the Agreement until Contractor provides a valid and fully executed version of the Term Sheet.

3. Term. The Term Sheet details the duration of the Agreement (“Term”) and its Effective Date.

3.1. Duration default. Should the Term Sheet fail to include detail regarding the duration of the Agreement, the Agreement will remain effective for one (1) calendar year with time tolling from the Execution Date, unless the Agreement is terminated by either party, or the Agreement runs its course, or all deliverables and Services are performed and finalized by Contractor sooner. If the Term Sheet does not contain an Effective Date, then the effective date will be the first date upon which Contractor began providing Services, as determined solely by Company.

3.2. Nothing about this Agreement creates any type of guarantee of work to the Contractor. Contractor is not guaranteed a minimum number of hours of work per day, week, year, or any work at all. Company’s relationship with Contractor may be terminated for failure to produce satisfactory work, meet production deadlines, perform projects in a timely manner, or at Company’s discretion.

3.3. Retroactive Application. Contractor agrees that this Agreement shall be effective retroactive to the start of Contractor’s provision of Services to Company and shall be deemed binding since the date that Contractor first commenced rendering professional Services in any of the capacities covered under this Agreement and/or the Term Sheet.

4. Payment of Contractor. The Parties shall agree on the Contractor’s fees and payment medium with Company’s final approval.

5. Compensation.

5.1. Compensation for Services. Compensation for Services shall be more specifically described in the Contractor’s Term Sheet.

5.2. Contractor agrees to maintain time log. Contractor agrees to keep track of all time spent delivering Services to Company on a daily basis, through whatever medium Company indicates as appropriate (excel, word, time tracking software, etc.). If the Company does not indicate a specific medium to utilize for keeping time, Contractor agrees to maintain a written record of all time spent providing Services to Company in any method of Contractor’s choice subject to Company’s approval. Contractor will keep time in 1/10th hour increments. Contractor will make its timekeeping records available for Company’s review by storing timekeeping records in Company’s shared workspace or as otherwise directed by Company. Contractor will submit invoices to Company on the 15th and 1st of the month by 5:00 pm. Invoices shall include (i) a detailed accounting describing completed tasks, (ii) the corresponding matter number, (iii) time chronicled in 1/10th hour increments spent on tasks, (iv) a sub-total adding up all time spent delivering Services, and (iv) a sub-total of amount owed for the pay period. Failure to keep track of time daily, in accordance with this Agreement, or to timely submit invoices to Company may result in a delay in Contractor’s payment or forfeiture of payment. If Contractor fails to provide an invoice within 7 days of the end of the proceeding pay period, Contractor waives right to payment for such period.

5.3. Honesty in time entry. Contractor agrees to accurately and honestly account for time spent performing tasks and Services. Company reserves the right to challenge line items presented within Contractor’s invoice and to dispute invoices. Should Contractor be discovered inflating its time entries, making fraudulent time entries, or otherwise being dishonest, Company may commence separate legal actions against Contractor as a result.

5.4. Pay periods. Barring any unforeseen circumstances or technical difficulties, Company will endeavor to pay Contractor within 72-hours of receiving an invoice, *e.g.*, by the 3rd and 17th of the month. Fees shall become payable (i) on completion of Services to Company’s satisfaction, (ii) timely submission of invoices, (iii) review, as necessary, by Company, and (iv) as otherwise deemed appropriate by Company. Contractor acknowledges personal responsibility for all federal, state, and local taxes.

5.5. No expenses paid. Contractor is solely responsible for any travel, parking, food, lodging, software licensing fees, equipment, and any other costs or expenses incurred in connection with performance of Services. Unless expressly agreed in writing, Company will not reimburse Contractor for any costs or expenses.

6. Payment. Company agrees to pay Contractor for all approved Services rendered pursuant to the applicable Term Sheet.

6.1. Contractor responsible for processing fees. Should Contractor elect an alternative payment method, Company may pass on a convenience fee charged to the Contractor to cover any merchant processing or other administrative fees assessed to Company in finalizing payment to Contractor.

7. Relationship of the Parties. Contractor enters into this Agreement as and will continue to be an independent contractor. All Services must be performed by Contractor only. Contractor may not assign its commitment to provide Services to employees, representative, or assignees (collectively, "Representatives") unless Company provides express written permission to Contractor to utilize its Representatives to complete Services. Contractor is fully responsible its Representatives and must indemnify Company against any claims made by or on behalf of any such Representatives.

7.1. No employer, partner, or other relationship established. Under no circumstances will Contractor, or its Representatives look to Company as his/her employer, or as a partner, joint venturer, agent, or principal. This Agreement must not be construed to create any association, partnership, joint venture, employment, or agency relationship between Contractor and Company for any purpose. Contractor has no authority (and must not hold itself out as having authority) to bind Company and Contractor must not make any agreements or representations on Company's behalf without Company's prior written consent.

7.2. No benefits offered or granted to Contractor. Neither Contractor, nor any of Contractor's Representatives, is entitled to any benefits accorded to Company's employees, including without limitation worker's compensation, disability insurance, vacation, sick pay or other fringe benefits. Contractor is responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits convenient or necessary for conducting Services. Company will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining worker's compensation insurance on Contractor's behalf. Contractor is responsible for and must indemnify Company against, all such taxes or contributions, including penalties and interest.

7.3. Contractor bears full obligation for any tax obligation arising from compensation received under this Agreement. Contractor bears full responsibility for and should consult and collaborate with Contractor's accountant or tax advisor to understand Contractor's tax liabilities and responsibilities deriving from compensation related to this Agreement.

8. Insurance. Contractor agrees that at all times during the term of this Agreement, Contractor shall obtain and maintain such insurance coverages as are customarily held by like individuals or businesses in a similar line of work, including automobile insurance, comprehensive or commercial general liability insurance, and professional liability (malpractice) insurance coverage, for risks including bodily injury, personal injury, property damage, malpractice, and contractual liability. Contractor agrees to provide Company with evidence of such insurance upon reasonable request.

8.1. Automobile insurance. Contractor shall maintain sufficient automobile insurance to cover any and all liability arising from Contractor's use of Contractor's personal vehicle(s) in connection with the performance of Contractor's work or Services, if applicable, on behalf of Company. Contractor shall provide Company proof of such insurance upon request. Company disclaims all responsibility to Contractor for injuries or harm incurred in relation to Contractor's performance of Services using Contractor's personal vehicle. To the fullest extent permitted by applicable law, Contractor irrevocably waives all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, or any other legal theory whatsoever, now known or hereafter known in any jurisdiction throughout the world arising directly or indirectly from Contractor's use of a personal vehicle in connection with the performance of Contractor's work or Services performed on behalf of Company, or Company's authorized representatives, and whether resulting in whole or in part by the negligence of the Company or any other person, covenants not to make or bring any such Claim against the Company or its authorized

representatives, and forever releases and discharges the Company and its authorized representatives from liability under such vehicle-related Claims.

## 9. Protection of Company's intellectual property rights.

9.1. Company's ownership of intellectual property. Company is the sole and exclusive owner of all rights, titles, and interests throughout the world in and to all the results and proceeds of Services performed under this Agreement, including Contractor's work product, and other intellectual property rights (collectively "Intellectual Property Rights"). Contractor agrees that, where applicable, Services are deemed a "work made for hire" as defined in 17 U.S.C. § 101. If, for any reason, Services do not constitute a "work made for hire," Contractor irrevocably assigns Company, in each case without additional consideration, all right, title, and interest throughout the world in and to its work product performed in relation to providing Services to Company, including all Intellectual Property Rights. To the extent Services include materials subject to copyright, Contractor agrees that Services are done as "work made for hire" as that term is defined under U.S. copyright law and that as a result, Company will own all intellectual property in the Services. Company shall own all rights to any work product generated by Contractor while completing Services and any and all work performed on Company's behalf or using Company's confidential information. Company may modify any work product prepared by Contractor. Contractor grants Company the right, but not the obligation, to use and to license others the right to use and commercial use of Contractor's work product.

9.2. Contractor's release of Moral Rights. Any assignment of copyrights under this Agreement includes all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" (collectively, "Moral Rights"). Contractor irrevocably waives, to the extent permitted by applicable law, any and all claims Contractor may now or hereafter have in any jurisdiction to any Moral Rights with respect to Services, other work produced by Contractor on behalf of Company or produced by Contractor using Company's Intellectual Property or Confidential Information.

9.3. Disclosure of patentable creations. Contractor must make full and prompt disclosure to Company of any inventions or processes, as such terms are defined in 35 U.S.C. § 100 (the "Patent Act"), made or conceived by Contractor alone or with others during the Term, related in any way to the Services provided in connection with this Agreement, whether or not such inventions or processes are patentable or protected as trade secrets and whether or not such inventions or processes are made or conceived during normal working hours or on Company's premises. Contractor must not disclose to any third party the nature or details of any such inventions or processes without Company's prior written consent. Any patent or copyright applications relating to Services, related to Company's trade secrets or which relate to tasks assigned to Contractor by Company, that Contractor may file within two years after expiration or termination of this Agreement, belong to Company, and Contractor assigns same to Company, as having been conceived or reduced to practice during the Term of this Agreement.

9.4. Enforcement of Ownership Rights. Upon Company's request, Contractor must promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Company to prosecute, register, perfect, record or enforce its rights in any work product, intellectual property created on Company's behalf of or using Company's intellectual property or Confidential Information. In the event Company is unable, after reasonable effort, to obtain Contractor's signature on any such documents, Contractor irrevocably designates and appoints Company as its agent and attorney-in-fact, to act for and on Contractor's behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other intellectual property protection related to the Services with the same legal force and effect as if Contractor had executed them. Contractor agrees that this power of attorney is coupled with an interest.

9.5. Company's Right of Use. To the extent that any of Contractor's pre-existing materials are contained within the Services, Contractor retains ownership of such preexisting materials and grants Company an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such preexisting materials and derivative works. Company may assign, transfer, and sublicense such rights to others without Contractor's approval.

9.6. Contractor has no right to use Company's Intellectual Property. Contractor and Contractor's Representatives have no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Services or Company's intellectual property. Contractor and Contractor's Representative have no right or license to use Company's trademarks, service marks, trade names, logos, symbols, brand names, Company's policies and procedures, Company's product or pricing lists, Company's client or lead generation lists, any non-public internal documents shared with Contractor, or any intellectual property that belongs to Company.

9.7. No transfer of intellectual property. Contractor understands and agrees that Company does not, directly or by implication, by estoppel or otherwise, grant Contractor any rights or licenses in any of Company's intellectual or tangible property. Company shall retain title to and all rights in all of Company's content including without limitation all intellectual property, know-how, show-how, or rights therein, including, without limitation any patent, copyright, trade secret, derivative, trademark, and other proprietary rights, within the Intellectual Property. Contractor agrees that they are granted only the non-exclusive right to download and use the Intellectual Property for use in the provision of Services and that they are not authorized to resell, sublicense, or use any such resources for any commercial use or purpose.

10. Protection of Company's confidential and privileged information. Contractor understands and acknowledges that during the course of the relationship with Company, Contractor will have access to and learn about Confidential Information (as defined below). Contractor shall keep all of Company's information confidential, including client documents disclosed by Company to Contractor.

10.1. Company's ownership of Confidential Information. Contractor acknowledges that it may have access to information that is treated by Company as confidential and proprietary, including, without limitation, trade secrets, technology, and information pertaining to business operations and strategies, client lists, pricing, marketing, finances, sourcing, personnel, usernames, passwords, or other confidential information, in each case whether spoken, written, printed, electronic or in any other form or medium. For purposes of this Agreement, "Confidential Information" includes, but is not limited to, all information in spoken, printed, electronic, or any other form or medium, relating directly or indirectly to the form bank, operations manual, employee handbook, knowledge base, operational systems, client service systems, documents and handouts, processes, procedures, workflows, checklists and exercises, business methods, documents, strategies, know-how, trade secrets, financial information, accounting information and accounting records, designs, ideas, business processes, prototypes, process marketing information, tools and techniques, pricing information, market studies, sales information, original works of authorship, client information and files of Company or of any existing or prospective Client or of any other person or entity that has entrusted information to Company in confidence. Confidential Information does not mean data or information (i) which has been voluntarily disclosed to the public by Company, except where such public disclosure has been made by Company or another person without Company's authorization; (ii) which has been independently developed and disclosed by others; or (iii) which has otherwise entered the public domain through lawful means. Contractor understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used. Contractor further understands and agrees that Confidential Information includes information developed by him or her in the course of the relationship with Company as if Company furnished the same Confidential Information to Contractor in the first instance.

10.2. Company's creation and use of Confidential Information. Contractor understands and acknowledges that Company has invested, and continues to invest, substantial time, money, and specialized knowledge into developing its resources, creating a client base, training its employees, staff, and contractors, and improving its offerings in providing services. Contractor understands and acknowledges that as a result of these efforts, Company has created, and continues to use and create Confidential Information. This Confidential Information provides Company with a competitive advantage over others in the marketplace. Contractor further agrees that all Confidential Information is and shall continue to be the exclusive property of Company, whether or not prepared in whole or in part by Contractor and whether or not disclosed to or entrusted to Contractor. To the extent any Confidential Information or other materials prepared by Contractor in the performance of Contractor's services include materials subject to copyright protection, then such materials shall be deemed "work for hire" as that term is defined under U.S. intellectual property law. To the extent any such materials do not qualify as "work for hire" and to the extent, they

include material subject to copyright, patent, trade secret, or other proprietary rights protection, then Contractor hereby irrevocably and exclusively assigns to Company and its successors, all rights, titles, and interests in and to all such materials. Contractor shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement.

10.3. Disclosure and use restrictions. Contractor agrees and covenants: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever (including other employees of Company) not having a need to know and authority to know and use the Confidential Information in connection with the business of Company and, in any event, not to anyone outside of the direct employ of Company except as required in the performance of the Contractor's authorized duties to Company (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent); and (iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media or other resources containing any Confidential Information, or remove any such documents, records, files, media or other resources from the premises or control of Company, except as required in the performance of Contractor's authorized duties to Company or with Company's prior consent in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent). Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. The Contractor shall promptly provide written notice of any such order to Company.

10.4. Contractor's responsibility of extreme care, caution, and safekeeping of Confidential Information. Contractor agrees to treat all Confidential Information as strictly confidential, to take extreme care and caution with respect to protecting Confidential Information, both digitally and as hard copy files, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without Company's prior written consent in each instance, not to use any Confidential Information for any purpose except as required in the performance of Services, and not to destroy or otherwise inhibit Company's ability to access, restore, or otherwise use its Confidential Information (including usernames, passwords, and software access). Contractor must notify Company immediately in the event it becomes aware of any loss or disclosure of any Confidential Information.

10.5. No set time or territory limitation. Contractor further understands and acknowledges that Contractor's obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon Contractor first having access to such Confidential Information (whether before or after beginning its relationship with Company) and shall continue during and after Contractor's relationship with Company, until such time as such Confidential Information has become public knowledge other than as a result of the Contractor's breach of this Agreement or breach by those acting in concert with Contractor or on Contractor's behalf.

10.6. Mandatory disclosure of Confidential Information. No language within this Agreement is to be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Contractor agrees to provide written Notice of any such order to an authorized Company officer within 72-hours of receiving such order, but in any event sufficiently in advance of making any disclosure to permit Company to contest the order or seek confidentiality protections, as determined in Company's sole discretion.

11. Representations and warranties. Contractor represents and warrants to Company that:

11.1. Contractor has the right to enter into this Agreement, to grant the rights granted herein, and to fully perform all obligations in this Agreement.

11.2. Contractor is entering into this Agreement with Company and Contractor's performance of Services do not and will not conflict with or result in any breach or default under any other agreement(s) to which Contractor is subject.

11.3. When performing Services, Contractor will have sufficient expertise, training, and experience to accomplish the Services it has agreed to provide to Company, and Contractor bears sole responsibility for educating himself or herself about applicable laws, professional standards, or other regulations pertaining to the provision of Services.

11.4. Contractor will perform Services in a professional manner in accordance with industry standards for similar services and Contractor will devote sufficient resources to ensure that Services are performed in a timely, efficient, and reliable manner.

11.5. Contractor has all necessary license(s) and is in good standing with the state, city, or other applicable body in which Contractor is performing Services.

11.6. Any and all equipment used by Contractor to perform Services is in proper working order, will be used for its intended purposes only, is secure, and Contractor agrees to take extreme care in using equipment safely and responsibly.

11.7. Contractor acknowledges and agrees that all work product produced in relation to provision of Services to Company are and must be Contractor's original work (except for material in the public domain or provided by Company) and do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

11.8. Contractor, its representatives, and affiliated individuals or entities are engaged in lawful business and personal pursuits and are not now, nor will they be during the pendency of this engagement, intentionally engaged in any fraudulent activity.

11.9. Contractor, its owner(s), representatives, and affiliates are pursuing business interests and partnerships ethically and morally, such that Company will bear no responsibility for any issues whatsoever arising out of Contractor's omissions or misdealing with Contractor's business relationships.

11.10. Should Contractor's deceit, failure to fully disclose pertinent information to Company, or other willfully negligent or deceptive activities cause Company to be harmed in any way, Contractor will indemnify and hold Company harmless for any harm or exposure whatsoever Company may endure.

12. Non-Solicitation. In exchange for good and valuable consideration paid to Contractor, Contractor acknowledges, warrants, covenants, and agrees that:

12.1. Company's interests. Contractor understands and acknowledges that because of Contractor's experience with and relationship to Company and its Clients, Contractor will have access to, learn about, and contribute to Confidential Information (as defined above) and will have access to and learn about much or all of the Company's Client's Information (as defined below). Contractor understands and acknowledges that the use of this Confidential Information by those not authorized to use the information or loss of Company's customer relationships or goodwill will cause significant and irreparable damage to Company and may be against Clients' best interests.

12.2. Non-Solicitation of clients or prospective clients. During the term of this Agreement and for a period of 36 months after the Termination Date (the "Restricted Period"), Contractor will not directly or indirectly solicit, contact (including but not limited to e-mail, post, telephone, fax, instant message, social media), attempt to contact or meet with Company's current or former Clients, or Prospective Clients with the intent to sell or enter into any business or work engagement with such Clients without Company's written consent.

12.3. Non-Solicitation of employees. During the Restricted Period, Contractor will not, directly or indirectly solicit, hire, recruit, attempt to hire or recruit or induce any person who is an employee or contractor of Company to terminate said relationship. If Contractor hires or otherwise engages a current or former Company employee in

violation of this provision, then Contractor will pay Company a placement, training, and replacement fee of 25% of Company employee's total annual compensation package.

12.4. Reasonableness. Contractor acknowledges and agrees that the services to be rendered by him or her to Company are of a special and unique character, that the Contractor will obtain knowledge and skill relevant to Company's practice areas, methods of doing business and marketing strategies, and that this Agreement is reasonable and reasonably necessary to protect the legitimate business interest of Company. Contractor further acknowledges that any restrictions agreed upon by the Parties do not limit Contractor's professional autonomy, do not restrict the freedom to choose their own attorney, do not operate as a bar to Contractor's sole means of support and do not confer a benefit on Company disproportionate to the detriment of Contractor.

13. Limitation of liability. Contractor releases Company, its employees, directors, subsidiaries, principals, agents, heirs, executors, administrators, successors, assigns, instructors, guides, staff, program participants, and related entities, as well as the venue where any Company-led events or programs are being held (if applicable), and any of its owners, executives, agents, or staff of and from any and all damages that may result from any claims arising from any agreements, all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from the Contractor's provision of Services. The Contractor accepts any and all risks, foreseeable or unforeseeable. The Contractor agrees that the Company will not be held liable for any damages of any kind resulting from or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from provision of Services.

14. Non-competition. During the Term of the Agreement, Contractor will not, directly or indirectly, on Contractor's behalf or on behalf of or in conjunction with any person, business, firm, company, or other entity, set up, join, become employed by, be engaged in, or provide any advice or services to, any enterprise (including, without limitation, any corporation, partnership, proprietorship, or other venture) which directly or indirectly competes with Company without Company's prior written consent. For a period of twelve (12) months following the termination of the Agreement, Contractor will not, directly or indirectly, or in conjunction with any person, business, firm, Company, or other entity, set up, join, become employed by, be engaged in, or provide any advice or services to, any enterprise (including, without limitation, any corporation, partnership, proprietorship, or other venture) within the United States where the competitive business engages in the same business, providing similar service, or provides or is developing a platform similar to Company's software and services.

15. Termination. Either Party may terminate this Agreement prior to the conclusion of the Term. Upon termination of the Agreement, certain provisions, including, but not limited to Section 20 (Survival) will remain intact regardless of the Parties' intention to terminate their working relationship.

15.1. Termination by Company. Company may terminate this Agreement, effective immediately upon written notice to Contractor.

15.2. Termination by Contractor. Contractor agrees to provide Company 30-day written notice before terminating this Agreement.

16. Return of all Company property. Upon expiration or termination of this Agreement for any reason, or at any other time upon Company's written request, Contractor must within 3 days after such expiration or termination: (a) deliver to Company all work product (whether complete or incomplete) and all hardware, software, tools, equipment, key cards, or other materials provided for Contractor's limited use by Company (including transferring access to applicable accounts that Contractor maintained on Company's behalf); (b) deliver to Company all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Information; (c) permanently erase all of the Confidential Information from your computer systems and internal hardcopy files; and (d) certify in writing to Company that Contractor has complied with the requirements of this clause.

17. Non-disparagement. Contractor agrees and covenants that Contractor will not at any time make, publish, or communicate to any person or entity or in any public forum, including across social medial platforms, any defamatory or disparaging remarks, comments, or statements concerning Company, or any of its employees or officers, now or in the future, including, but not limited to, social media posts, posts on online review sites, or comments to the press or media outlets. This Section does not in any way restrict or impede Contractor from exercising protected rights to the extent that



such rights cannot be waived by agreement or from complying with any applicable law or regulation or valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order.

18. Assumption of risk. Contractor assumes all risks of injury and damage to property they may sustain as a result of participating in any events or Services with Company and waives any claims they may have against Company in relation thereto. Contractor understands and acknowledges that as a condition to being allowed to participate in certain events, the Contractor may be required to sign additional waivers, releases, confidentiality, and other agreements.

19. Indemnification and adverse actions. Contractor agrees to indemnify, defend and hold harmless, Company and Company's employees, stockholders, attorneys, officers, directors, agents, and representatives ("Released Parties"), from any and all liabilities, claims, demands, damages, injuries, and actions, including court costs and attorney fees, which Company may incur, suffer, become liable for, or which may be asserted or claimed against Company as a result of any misconduct, negligent acts, deceptive practices, misrepresentations, fraudulent acts, intentional omissions, failure to meet contractual obligations, or criminal activity of Contractor or any of Contractor's employees, agents or representatives. Contractor hereby agrees to release, indemnify, defend and hold harmless the Released Parties from any claims, losses, and injuries, whether physical, emotional, financial, or otherwise (i) that Contractor may sustain during the provision of Services, at Company events, or in any of the Company's sponsored programs in which Contractor participates, or as a result of attending said events or programs, and/or (ii) that may be asserted by third-parties against Company arising out of my acts or omissions at an event or as a member of Company or arising out of my following Company's advice or using Company's materials, whether caused in whole or in part by the Released Parties and even if such injuries result from the negligence of the Released Parties to the full extent permitted by law. In connection herewith, Contractor agrees to promptly notify Company in writing of any indemnified claim. Company may but is not obligated to participate in any such indemnified claim through counsel of its choice at its own expense. Contractor's obligation to defend, indemnify and hold harmless Company shall survive the expiration or termination of this Agreement. No settlement of an indemnified claim may be finalized nor any consent to the entry of a judgment against Company without Company's prior written consent. If the Contractor, its representative, or affiliates are: (i) served with a lawsuit relating to the delivery, advertising, and/or promotion of services; or (ii) the subject of a federal, state, or local investigation or enforcement action, to include, material tax delinquencies, tax fraud and/or tax evasion; and/or (iii) the subject of a criminal investigation, the Contractor must notify Company in writing of the event within five (5) business days of the Contractor being served with a lawsuit or a notice of investigation, enforcement action, or a subpoena delivered by a regulatory association, government entity, or regulatory body.

20. Survival. Contractor's obligations under this Agreement will survive the Termination Date to the full extent permissible by law.

21. Notices. In Company's discretion, Company may give notice to Contractor by means of (i) electronic mail sent to my e-mail address on record with Company, (deemed given upon electronic delivery); or (iii) by written communication sent by first-class mail or pre-paid post to my address on record with Company (deemed given upon the expiration of seventy-two (72) hours after mailing if sent by first class mail or pre-paid post). Contractor shall give notice to Company by email to marketing@mclique.com. Notices will not be effective unless sent in accordance with the above requirements. Please note that all notices must be in writing.

22. Dispute resolution. In the event of any dispute between Company and Contractor arising from this Agreement or otherwise, the Parties agree first to make a good faith effort to resolve the dispute through in-person negotiation at a mutually agreeable venue. The Parties agree to make a good faith effort to schedule an in-person negotiation to take place within 14 business days of either party's written request for negotiation served upon the other party in writing. If the Parties' efforts to resolve the dispute fail and the Parties proceed to litigation, the prevailing party will be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, expert witness fees, paralegal charges, and other related charges.

23. Venue and Jurisdiction. This Agreement, and all claims or causes of action (whether in contract, tort or statute, accrued or unaccrued) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance thereof (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations. Any legal suit,

action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder may be instituted exclusively in the federal courts of the United States or the state courts of the State of Florida, in each case located in Broward County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

24. Attorneys' Fees. If either party employs an attorney to enforce any of the provisions of this Agreement, the non-prevailing party agrees to pay the reasonable attorneys' fees and disbursements, at trial and on appeal, of the prevailing party.

25. Injunctive Relief. Each Party acknowledges that they would be irreparably harmed and would have no adequate remedy at law in the event of a breach of confidentiality. Accordingly, in addition to any other remedy available at law or in equity, both Parties consent to the entry of a temporary restraining order, injunction, or other similar order or action of any judicial authority, without the necessity of posting a bond, to enforce the provisions regarding confidentiality.

26. Binding Effect. This Agreement is binding upon, will inure to the benefit of, and will be enforceable by and against all the Parties and their respective heirs, legal representatives, successors, and permitted assigns.

27. Remedies Cumulative. Except as otherwise expressly provided herein, all rights, powers, and privileges conferred hereunder upon any party are cumulative and not restrictive of those given by law. No remedy herein conferred is exclusive of any other available remedy, but each such remedy is cumulative and is in addition to every other remedy given by agreement or now or hereafter existing at law, in equity, or by statute.

28. Further Assurances. Each of the Parties agrees to execute, deliver, acknowledge, or supply such further documents, instruments, and assurances as are reasonably necessary or appropriate to carry out the full intent and purposes of this Agreement.

29. Entire agreement. This Agreement contains the entire agreement of the Parties. No other agreement, statement, oral or written communication (emails, phone calls, etc.), or promise made on or before the effective date of this Agreement will be binding on the Parties.

30. Modification. This Agreement, as well as any documents incorporated by reference herein, contains all agreements relating to this matter. Amendment or modification of this Agreement by Company or Contractor shall be in writing and executed by both Parties. This Agreement is binding upon and will inure to the benefits of both Company and its respective successors, representatives, and assigns.

31. Construction. The use of any gender herein shall be deemed to include the other gender, as required by the context. Whenever used herein, any pronoun or defined term will be deemed to include both the singular and plural, as the context requires. This Agreement will not be construed against or interpreted to the disadvantage of any party by reason of such party having structured, initially prepared, or drafted this Agreement or any agreements, instruments, or other documents executed in connection herewith.

32. Waiver. Failure of Company to insist on strict compliance with any of the terms, covenants, and conditions of this Agreement will not be deemed a waiver by Company of such terms, covenants, and conditions, or of any similar right or power hereunder.

33. Counterparts. This Agreement may be executed in one or more counterparts, including the Term Sheet, each of which will be deemed an original, but all of which together will constitute the same instrument. The Parties agree that signatures transmitted electronically, whether sent via facsimile or emailed as attached files will be acceptable to bind the Parties and will not in any way affect this Agreement's validity.

34. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

35. Force Majeure. Company will not be liable for delay or failure in performance resulting from acts beyond the control of Company, including, but not limited to, power failures, hurricanes or inclement weather, traffic, banking delays,

governmental shutdowns, pandemics, or other unexpected acts of nature. Company's performance in such circumstances will be suspended for the period of delay. Where it is reasonably foreseeable that the delay will be indefinite, then the terms which cannot be performed will be deemed invalid and severed from the balance of the Agreement. Company will be excused from performing based on frustration. Company bears no responsibility for suspension, severance, or other delay of material provisions to this Agreement, which result from the types of unexpected acts detailed herein.

36. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties hereto and such successors and permitted assigns, any legal or equitable rights hereunder.