

Please review our Engagement Agreement Terms and Conditions

ENGAGEMENT AGREEMENT TERMS AND CONDITIONS

(effective as of January 1, 2021| last updated October 4, 2021)

PLEASE READ THESE ENGAGEMENT AGREEMENT TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR (“CLIENT”) RELATIONSHIP WITH M CLIQUE LLC (THE “COMPANY”).

Any reference herein to “this Agreement” or “the Agreement” refers collectively to the Engagement Agreement, which includes both the Engagement Agreement Enrollment Form (“Enrollment Form”) and the Engagement Agreement Terms and Conditions (“Terms and Conditions”). The Terms and Conditions articulated herein are expressly incorporated into and made part of the Enrollment Form to collectively produce the Agreement between the Parties.

Subject to the conditions set forth herein, Company may, in its sole discretion, amend the Terms and Conditions at any time by posting a revised version on their website, <https://www.mclique.com>. Any revisions to the Terms and Conditions will take effect upon publication. Company is under no obligation to notify Client of updates made to the Terms and Conditions. Company agrees to be bound by the most up-to-date version of the Agreement, whether they received an updated copy or not. If Client entered into an Agreement with Company prior to the date of publication of the Agreement, Client is hereby bound, retroactively, to these Terms and Conditions.

CLIENT AGREES TO BE BOUND BY THE TERMS AND CONDITIONS. IF CLIENT 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, CLIENT REPRESENTS AND WARRANTS THAT THEY HAVE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE AGREEMENT AND CLIENT AGREES THAT THEY ARE BINDING BOTH THEMSELVES AND THAT ENTITY OR AGENCY TO THE AGREEMENT.

1. Conditions. Company will have no obligation to provide Service until Client returns an executed copy of the Enrollment Form, provided separately from these Terms and Conditions, and, if applicable, until Company receives confirmation of payment. Where payment is outstanding on any portion of work, at any time during the Term of the Agreement, Company may cease provision of Services until such time that payment is made in full.

2. Scope of services. The scope of this Agreement is *limited* both (a) to the work described in the Enrollment Form and (b) by these Terms and Conditions. In exchange for compensation detailed in the Enrollment Form, Client will receive access to Company’s time, knowledge, advice, and consultation regarding the limited matters identified in the Enrollment Form and the Statement of Work attached thereto (“Services”), which includes providing branding, content creation, website design, video production, influencer marketing, digital strategy, search engine optimization, or social media management on Client’s behalf. Ultimately, the question of whether work falls within the scope of Services will be handled with common sense, mutual agreement, mutual respect, and fairness. During the Agreement term, Client may request that Company perform additional projects or services beyond the scope of Services outlined in Enrollment Form (hereinafter, “Out-Of-Scope Requests”). Company may require Client to execute a separate written agreement or provide additional compensation as a condition to approving Out-of-Scope Request. Company retains the final right to determine what work or deliverables are included or excluded at Company’s sole discretion.

2.1. Scope of services limited by jurisdiction. Company is a marketing agency, supplying marketing and related services. Company is headquartered in the United States. Company’s Clients may or may not be headquartered, domiciled, residing-in, or otherwise citizens of the United States. Company does not agree to provide services specific to or otherwise compliant with applicable rules existing beyond the jurisdiction of the United States. Client bears full responsibility for complying with rules, regulations, and responsibilities imposed by jurisdictions both within and outside of the United States. Client acknowledges and accepts that Company has not agreed and will not provide advice or support in complying with regulation compliant with other countries or jurisdictions, within or beyond the United States.

2.2. No assurance to Client and no harm to Company. In rendering Services, Company does not guarantee or promise that Services, deliverables, or any resulting work product will comply with legal or regulatory requirements. For example, Client—not Company—agrees to and is solely responsible for ensuring final published work product (e.g., social media content, flyers, websites, etc.) does not violate ADA law or infringe intellectual property laws. Client—not Company—must ensure copyright permissions, rights of use, accuracy, etc. Should Company face any damage or penalties whatsoever because of Client’s failure to perform due diligence or otherwise ensure published work product complies with applicable regulation, Client agrees to defend and indemnify Company against any corresponding damages or penalties.

3. Duration. The Agreement details the duration of the Engagement and its effective date. Should the Engagement Agreement fail to include detail regarding the duration of the Engagement, the Engagement will remain effective for twelve (12) months from the Effective Date.

3.1. Enrollment Form defaults. If the Enrollment Form does not contain an Effective Date, then the effective date will be the first date upon which Company began providing Services to Client, as determined solely by Company. Client is considered to have accepted and agreed to the Engagement Agreement in the event Services have commenced by Company and payment on one or more invoices relating to Services have been made, even if a signed copy of the Enrollment Form is not returned to Company.

3.2. Renewal after completion of the Agreement. After the Agreement runs its natural course, Client agrees that, unless Client gives written notice to Company, at least, thirty (30) calendar days prior to the completion of the Agreement, the Agreement shall renew on a month-to-month basis. If Client desires to terminate the renewed month-to-month arrangement, Client may do so by providing written notice to Company, at least, thirty (30) calendar days prior to the desired date of termination. If Company desires to terminate the renewed month-to-month arrangement, Company may do so by providing written notice to Client, which shall be effective immediately upon issuing the notice.

4. Acceptance of clients. Company has exclusive and final authority with regard to pricing. Company shall have the absolute discretion to accept or reject any and all potential clients. Company may also establish and impose any conditions for acceptance that Company deems advisable.

5. Compensation. Client agrees to compensate Company for all services rendered on its behalf. All payments are non-refundable once made. The compensation structure for this Agreement is detailed in the Enrollment Form.

6. Form and method of payment. Client agrees to remit payment via Company’s Payment Processor pursuant to the details selected in the Enrollment Form.

6.1. Chargebacks prohibited. Client waives any right it may have to request a chargeback through Client’s credit card company, banking institution, or any authorized representative for services or any other amount paid to Company under this Agreement. Client will be responsible for and will indemnify Company with respect to any and all chargebacks initiated by Client, or Client’s partners, affiliates, representatives, or associated individuals (which includes, but is not limited to the individual owners of an associated entity that hired Company) in relation to this Agreement. If Company is harmed by Client’s chargeback, including, but not limited to Company suffering any financial loss (including, but not limited to, the claw back of funds from bank accounts causing a negative impact on Company’s regular business operation, etc.), Company expending time to respond or otherwise object to Client’s chargeback, or if Client advances a fraudulent chargeback against Company, Client agrees to pay Company the higher amount of either (i) 3 times the amount of Client’s unauthorized chargeback or (ii) a \$30,000.01 penalty. In addition to the agreed penalty for Client’s initiation of a chargeback against Company, Client will also be responsible for any of Company’s time spent fighting the chargeback plus Company attorney’s hourly rate, which starts at \$550.00 an hour, and any associated fees of expenses spent pursuing the chargeback.

7. Billing, reports, work estimates, and late fees. Initial invoice will match the terms spelled out in the Enrollment Form. After the Enrollment Form is signed, Client will receive a link to the payment portal. Each new month of Services will commence on the 1st day of each month. Company will typically provide regular invoices to Clients on or near the first of

each month. Client agrees to timely remit payment according to Company's invoice and the Agreement within fifteen (15) days of invoice issuance using the approved method of payments (e.g., ACH, credit or debit card, or check) Client selected on the Enrollment Form. Company reserves the right to request payment of fees, expenses, or disbursements in advance, when necessary and to adjust the frequency of sending invoices or reports.

7.1. Late fees. Client acknowledges and accepts that failure to timely remit payment may result in late payment penalties including, but not limited to, 3% of the invoice total applied to the late invoice.

7.2. Budget estimates. Whenever appropriate, Company will agree to a budget estimate of time and fees with Client in advance of commencing work on projects and services. This budget estimate is not to be construed as a fixed fee but will be dependent on the final time spent to complete Services. The estimate will be based on the assumption that Company has timely access to the information and personnel that are required to complete Services in a cost-effective manner and within relevant deadlines. In the event Company is required or requested to work above the time allotment indicated in the Enrollment Form or in an estimate, Client agrees to remit full payment at Company's hourly rate as compensation for all work performed.

7.3. Fee disputes. Unless otherwise expressly agreed, invoices for fees, expenses, and disbursements necessarily incurred for the provision of Services will be rendered monthly. Client must raise, by providing written Notice, any questions, comments, or disputes on invoices must be raised within five (5) days of invoice issuance.

8. Marketing Materials and Approvals. Company shall deliver to Client for Client's prior approval, which shall not be unreasonably withheld, copies of all marketing and promotional materials which Company proposes to use in fulfillment of or connection with the Services under this Agreement ("Marketing Materials"). Client shall be deemed to have approved any Marketing Materials if it has not objected to such Marketing Materials within ten (10) days after receipt. Approvals may be submitted by email. Client agrees to not reasonably delay or withhold approval. If any Marketing Material is disapproved, Client shall provide the reason(s) for the disapproval in writing and state what corrections, or improvements are necessary. After making such necessary corrections or improvements, Company shall resubmit the revised materials for Client's approval.

8.1. Distribution of Marketing Materials in Draft Form. Client agrees that no Marketing Materials shall be used or distributed by Client until submitted by Company for Client's final approval.

8.2. Repurposing Approved Marketing Materials. Any designs, logos, or artwork that have been approved by Client need not be resubmitted when repurposed for a similar use to the approved use provided that such artwork has not undergone a material change from the version that was previously approved by Client.

9. Additional fees and expenses. In addition to the fee structure agreed to in the Enrollment Form, Company may incur additional charges in providing services to Client under this Agreement. Client agrees to pay all charges in addition to the agreed-upon fees for Services. Company will make a concentrated effort to apprise Client of any additional charges before incurring them. Additional costs and expenses may include reproduction costs, transportation, hotel costs, consultants' fees, and expenses owed on third-party agreements that Company is not a party to. Client agrees to reimburse Company for reasonable costs or expenses incurred and reasonably flowing from Company's provision of Services to Client. Hourly rates are modified from time to time in accordance with prevailing market conditions. Client may view Company's hourly rates in Enrollment Form or in Section 5.

9.1. Tax Obligations. Any charges or fees payable under this Agreement are exclusive of any applicable taxes, surcharges, or other like amounts assessed by any governmental entity arising in the course of Company providing Services to Client under this agreement. Client acknowledges and agrees to pay all such obligations to Company in addition to all other applicable charges payable under this Agreement.

10. Company personnel. Client is engaging M CLIQUE LLC as an entity and not Ms. Dominique Morales, or her staff, individually. Company reserves the right to determine which staff members will be allocated to assist with the provision of Services to Client. As and when necessary, Company may draw upon the talent and knowledge of partners, contractors, consultants, or other parties (which may include personnel outside of Company, freelancers, or independent contractors,

etc.) to be selected at Company's sole discretion and without approval or notice to Client to assist in providing Services to Client.

11. Company accessibility. Client is hereby placed on notice that Company may not operate from a traditional brick and mortar location, and may, for instance, be operated from a shared digital office, co-working space, etc. Company is closed on all National holidays. Company is generally available during normal business hours 9:00 am through 5:00 pm, Monday through Friday. Client agrees not to contact Company during non-business hours unless Client is experiencing an emergency. Company will provide instructions detailing what type of situations constitute an emergency. As a general rule, Client must schedule meetings in advance. Client must provide Company sufficient and reasonable notice to schedule in-person meetings. Client should never stop-by unexpectedly for in-person meetings.

12. Matters outside the scope of Company's skillset. Whether services are within Company's skillset is a decision to be made at Company's sole discretion. Company may oversee or work closely with external specialists retained to perform services for Client. Company may provide Client with a referral to external service providers. Any referrals made by Company are not guarantees on quality or work-product. Client is responsible for and should independently ensure competency of any individual or organization hired to services its need, even those referred by Company or Company's representatives.

13. Limitation of liability. Client agrees that it will use Company's services at its own risk and that Services are a tool and supplement for additional work and effort that will be required by Client to achieve desired outcomes. Client releases Company, its officers, 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 Client's participation in Services. Client accepts any risks, foreseeable or unforeseeable. Client agrees that the Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Company's Services. Company assumes no responsibility for errors or omissions that may appear in any of Company's materials. Client agrees and understands that Client is solely responsible for ensuring that all materials prepared under this Agreement comply with applicable law.

14. Regulatory compliance. Client agrees that regulatory compliance is specifically excluded from Company's offered Services. Company is not responsible for testing, auditing, or ensuring services rendered, including Marketing Materials, are compliant with the Americans with Disabilities Act ("ADA"), Web Content Accessibility Guidelines ("WCAG"), or any other currently accepted accessibility standards. Client acknowledges that Company is not a law firm and will not provide legal advice or recommendations to help Client comply with any laws or regulations. Client acknowledges that Client's use and functionality of content determines which laws or regulations Client is subject to. Client alone is responsible for making the necessary decisions regarding how and what steps are necessary to ensure regulatory and legal compliance. Client acknowledges that noncompliance with laws and regulations may result in fines, additional fees, or other consequences. Client accepts all liability for any damage, failure, or loss incurred resulting from the failure to ensure regulatory or legal compliance of Marketing Materials, or services rendered by Company.

15. Client responsibilities, representations, and warranties.

15.1. Complete and truthful disclosure. Client agrees to be truthful with Company, to cooperate, to keep Company informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Company's fees on time and to keep Company advised of Client's updated contact information (e.g., the email addresses of Client and Client's representatives, Client's physical address, Client's telephone number, etc.). Client agrees to assist Company in providing information and documents necessary for Company to provide Services.

15.2. Company's role in satisfying deadlines. Client acknowledges its responsibility to actively and timely inform Company of potential important deadlines well in advance of the deadline. Company requests at least seven (7) days written notice in advance of a deadline that Client expects Company to help satisfy. When Client makes

Company aware of a deadline that must be met within seven (7) days of the initial notice, Company will make a good faith effort to satisfy the deadline on Client's behalf but makes no guarantees that the deadline will be satisfied. Company will do everything in its power to ensure Client deadlines are satisfied. However, Company may be juggling multiple other assignments or responsibilities and cannot guarantee the satisfaction of deadlines that are not timely conveyed to Company. Client bears the responsibility of notifying Company of pending deadlines with sufficient time for Company to satisfy Client's request.

15.3. Client availability and response time. Client acknowledges the importance of ongoing communication between Client and Company. Client agrees to timely respond to Company's requests for documentation and information needed for Company to perform Services and that Client personnel be made available to meet with Company as necessary. If Company does not obtain such cooperation from Client, the quality of Company's Services may suffer, and Company may feel constrained to terminate this Agreement. Client takes full responsibility for any unfinished work that results from Client's failure to respond to Company's request, untimely response to time-sensitive correspondence, or other requests made by Company.

15.4. Use of Materials. Client represents that Client owns or has full lawful power and authority to provide and use all materials provided to Company, and that such use of the materials provided by Client does not and will not violate the intellectual property or other propriety rights of any third party or create liability to any third party. Client represents that all materials provided to Company does not contain any matter that is false, offensive, deceptive or defamatory or which may cause injury or result in damage to Company or any third party. Client understands that while Company provides marketing related services, Company has no responsibility to test, research, or otherwise ensure that the language, words, or images supplied by Client or created by Company—either way, are legally compliant. Client agrees that Company has no responsibility to and shall not provide any advice or opinion on the legality of the language supplied by Company. Client alone has the responsibility for ensuring all materials provided, used, or otherwise published is compliant with all applicable laws and regulations.

16. Client responsibilities, representations, and warranties. Client makes the following representation, warranties, acknowledgements, and consents to Company:

16.1. Client is of sound mind, has the capacity and authority to enter into this Agreement, and has authority to bind the individual or entity identified as an essential party to this Agreement.;

16.2. Client, its representatives, and affiliated individuals or entities are engaged in lawful business and personal pursuits.;

16.3. Client, its owner(s), representatives, and affiliates are not now, nor will they be during the pendency of this engagement, intentionally engaged in any fraudulent activity, including, but not limited to, infringement of a third-party's intellectual property rights, money laundering, unfair trade practices, Ponzi schemes, financial crimes, or any other dishonest or deceptive activities or schemes.;

16.4. Client, 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 Client's omissions or misdealing with Client's business relationships (*e.g.*, investors, business partners, etc.).;

16.5. Client warrants that payments made to Company for services are made with a currency that rightfully belongs to Client, has not been illicitly gained, or is not otherwise encumbered.;

16.6. Should Client'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, Client—through its business or other applicable insurance coverage, company assets, or in Client's individual capacity—will indemnify and hold Company harmless for any harm or exposure whatsoever Company may endure.;

16.7. Client consents to Company's capture of the name, photos, images, videos of Client or its representatives at events, business-related events, or in any other professional context. Client understands that Company may use,

reuse, and share all images, photos, videos, quotations, captions, reviews, copies of material created by Company for Client (e.g., portfolios, briefs, pitch-decks) or the like (“Materials”) without any additional consent or compensation to Client. Client will not receive monetary compensation for Materials captured or shared by Company. Client authorizes Company to distribute and reproduce Materials, which may include Client, Client’s representatives, or Owners’ image or likeness. Client agrees that Company may use Materials for commercial or non-commercial purposes. Client authorizes Company to reference Client and services performed within Company’s promotional and advertising materials. Client grants Company permission to upload Materials on social media or the internet, which includes but is not limited to Facebook, Twitter, Instagram, LinkedIn, Company’s website. Should Client provide Company a review, Client authorizes Company to copy, transfer, and distribute Client’s review in other mediums and publications.; and,

16.8. Client acknowledges and accepts that under the Agreement, Client has a duty to read the terms of this Agreement. Furthermore, Client understands and accepts that Client is precluded from using lack of reading as a defense against all remedies contained herein.

17. Termination by Company. Company is committed to providing all Clients with a positive experience. By purchasing Services and entering into the Agreement, Client agrees that Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Client’s participation in Services or Company-led programs without refund or payment forgiveness if Client becomes disruptive to Company or Company’s other clients, Client fails to follow Company guidelines, is difficult to work with, or upon violation of the terms of this Agreement as determined by Company effective immediately upon the issuance of written notice to Client. Client understands that in the event of such termination for any of the reasons outlined herein, Client will still be liable to pay any outstanding amount owed Company, and Client agrees to compensate Company for the time spent to provide closing documentation to Client.

18. Intellectual Property Rights. Company shall retain all rights, title, and interest in and to, all intellectual property, including without limitation, know how, show-how or rights therein, any patent, copyright, trade secret, derivative, trademark or other proprietary rights contained within Materials, created or obtained pursuant to the Services undertaken by Company for Client (“IP”). Client agrees that Company will undertake all reasonable endeavors to affect a transfer of rights in all IP only upon: (i) Company’s written consent after finding, to Company’s best knowledge, (ii) Client is of good standing with respect to all payments due Company, or (iii) full and final payment for Company’s Services. Client acknowledges Client is not authorized to resell, sublicense, or use any such resources to compete with Company, or to otherwise assist any third party to compete with Company.

18.1. 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, (collectively “Intellectual Property Rights”). Provision of Services does not automatically entitle Client to “work made for hire” as defined in 17 U.S.C. § 101 rights. If, for any reason, Client fails in its obligations under this Agreement, Client 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. Company shall own all rights to any work product generated while completing Services and any work performed on Client’s behalf or using Company’s confidential information. Company may modify any work product prepared by Client. Client grants Company the right, but not the obligation, to use and to license others the right to use and commercial use of materials created on Client’s behalf.

18.2 Presentation Concepts and Materials. Client understands and agrees that all ideas, concepts, strategies, trademarks, and materials that Company presents or provides to Client prior to the acceptance of this Agreement, meetings, conference(s), etc., (the “Presentation Concepts and Materials”) are being presented and provided for the sole purpose of allowing Client to determine whether Client wishes to engage Company’s services. Client understands and agrees that the Presentation Concepts and Materials are, and will, remain Company’s property regardless of any payment made by Client to Company in connection with Company’s participation in the review. Company shall retain all right, title, and interest in connection with the Presentation Concepts and Materials regardless of whether the physical embodiment of the creative work is in Client’s possession in the form of copy, artwork, etc. If Client ultimately decides, in its discretion, that Client would like to use or exploit the Presentation Concepts and Materials in any manner, regardless of whether Client engages Company’s services, Client and

Company will negotiate in good faith and enter into a separate agreement setting forth the terms of use or exploitation of such Presentation Concepts and Materials, including the amount of Company's compensation.

18.3. Materials outside the scope of Services. Client understands and agrees that Company, directly or by implication, by estoppel or otherwise, may but is not required to grant Client any rights or licenses in any of Company's intellectual or tangible property outside of the scope of Services provided by Company.

18.4. 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"). Client irrevocably waives, to the extent permitted by applicable law, any and all claims Client may now or hereafter have in any jurisdiction to any Moral Rights with respect to Services, other work produced by Company on behalf of Client or produced by Company using Company's Intellectual Property or Confidential Information.

18.5. Enforcement of Ownership Rights. Upon Company's request, Client 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 Client's behalf or using Company's intellectual property or Confidential Information. In the event Company is unable, after reasonable effort, to obtain Client's signature on any such documents, Client irrevocably designates and appoints Company as its agent and attorney-in-fact, to act for and on Client'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 Client had executed them. Client agrees that this power of attorney is coupled with an interest.

18.6. Company's Right of Use. To the extent that any of Client's pre-existing materials are contained within the Services or deliverables Company provides Client, Company 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 Client's approval.

18.7. Client has no right to use Company's Intellectual Property. Client and Client'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. Client and Client's representative have no right or license to use Company's trademarks, service marks, trade names, 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.

18.8. No transfer of intellectual property. Client understands and agrees that Company does not, directly or by implication, by estoppel or otherwise, grant Client 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. Client 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.

19. Disclaimers and disclosures.

19.1. No guarantees made to Client. Client acknowledges that Company has made no guarantees or warranties in the disposition or outcome of any services provided by Company to Client. Nor will Company ever make such promises or guarantees. Company cannot and does not guarantee any specific outcome or result to Client. Company's comments about the status or condition of deliverables are expressions of opinion only.

19.2. Company does not provide specialized advice, beyond limited marketing related services. Company is not and does not hold itself out to be an expert capable of advising or otherwise holding any of the following titles: employee, agent, lawyer, doctor, manager, therapist, public relations, business manager, registered dietician, registered nurse, broker, financial analyst, or psychotherapist. Company only provides marketing related services in line with what would be expected of a creative agency and in conformity with the limited scope and terms of this Agreement. Company does not owe Client any fiduciary duties.

19.3. Company and Client do not intend to establish a joint business relationship through this Agreement. In connection with this Agreement, each party is an independent contractor and as such will not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose. Client understands that Company has not promised, shall not be obligated to and will not: (1) procure or attempt to procure employment or business or sales for Client; (2) perform any business management functions including but not limited to, investment consulting, or advice with regard thereto; (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy; and/or (4) introduce Client to Company's full network of contacts, media partners or business partners. Client understands that a relationship does not exist between the Parties after the conclusion of this Agreement. If the Parties continue their relationship, a separate agreement will be entered into.

19.4. Privacy and disclosures for mutual or related parties. In providing Services, Company may work with Clients who have multiple authorized representatives (e.g., a company with multiple owners). If, for example, the materials prepared in connection with this Agreement are prepared for an entity with multiple co-owners, both owners are deemed clients of Company under the Agreement and bound by the Agreement. All individuals associated with Company as authorized representatives, spouse, or other approved familiar relationship, acknowledge that there is no expectation of privacy from the other concerning Company's Services.

19.5. Privacy and digital security disclosure. In the course of providing Services, Company may receive nonpublic personal information about Client. Company will hold such information in strict confidence. Such information will not be intentionally disseminated to any person or entity outside Company without Client's consent, unless such disclosure is warranted to advance Client's interests justifiably or is required under applicable law, or in the event of unexpected or unpreventable dissemination of private Client documents as the result of a data breach. Company may store some or all of Client's files on a variety of digital platforms, including third-party cloud-based servers (which include, but are not limited to Microsoft One Drive, Google Drive, etc.). Client may be provided access to a private and encrypted account within Company's online filesharing platform. Clients are instructed to use the filesharing platform to communicate, share documents, and reports that are needed and/or created by Company. The access Client is granted is private to Client but may be shared with anyone in Client's business that Client requires access for. Should Client already employ a filesharing service that Client prefers to be utilized during the course of this engagement, Client may invite or add Company to such service. Although Company makes a good faith effort to ensure hardware, servers, recordings, transcriptions, notes, and software are secure, there remains a risk that Client's confidential or private information may be disclosed through an unanticipated data breach. By signing this Agreement, Client consents to Company's use of such software, storage services, that meetings may be recorded, and consents to any associated risks.

19.6. Third-party providers and security. Company may use third-party service providers in rendering services to Client or within Company's business operations generally. Company may share confidential information about Client with service providers. Company is committed to maintaining the confidentiality and security of Client information. Company maintains internal policies, procedures, and safeguards to protect the confidentiality of Client records. Client consents to Company's work with and subsequent disclosure of Client information to third-party providers as deemed necessary by Company and in Company's sole discretion. Company uses reasonable administrative, technical, and physical security measures to protect Client records and personal information, however, because of the constitution of the internet, internal rules for data protection and security measures may not be observed by other persons or institutions beyond Company's control. Note, unencrypted data—even if sent via email—can be read by third parties. Company has no technical influence to avoid security breaches and shall not be held liable for same.

20. Independent contractor relationship. Company is an independent contractor with regard to Client's business, venture, or other income earning opportunity developed while working with Company. Nothing herein will be construed to make Company a partner or joint venturer or to make Company liable for the obligations, acts or activities of Client or Client's businesses or ventures. Company has the sole right to control and direct the means, places, manner, and method by which it will perform its obligations hereunder. Company also has the right to perform such obligations at any place or location and at such times as Company may reasonably determine. Neither Company nor Company's employees or contract personnel are, or shall be deemed, employees of Client's or Client's affiliated entities. As an independent contractor, Client agree that Company has the right to perform services for others (third parties) during the term of the Agreement and is not required to devote full-time to the performance of its obligations hereunder; and Company has the right to hire qualified contractors and/or to use qualified employees of its own to perform its obligations hereunder.

21. No legal or professional advice. Client understands and acknowledges that nothing said in the events or Services by Company or others with whom Client may interact should be considered by me to be individualized legal, financial, investment, tax, insurance, medical or any other kind of professional advice. Client understands and agrees that Company is not a law firm, healthcare provider, or any otherwise certified/licensed service provider that has specialized or fiduciary duties. Client understands that Company makes no representations, promises, assurances or warranties as to the results client may achieve by implementing any advice, information, tools or techniques Client learns while participating in the Service or events (or any other learning experience provided by Company.) Client will exercise their own good judgment and seek independent professional legal, financial, investment, and insurance advice before relying or acting upon any information from Services, at event, or in materials provided by Company to Client.

22. Technical support. Company shall make a good faith effort to answer questions by email to Company during normal business hours regarding Services. No representation is made as to time to reply to such questions.

23. Non-disclosure and non-disparagement. Client acknowledges and agrees it will not make public any confidential or private information. Client will not make or induce others to make any negative, critical, or adverse remarks, whether written or oral, concerning one another, or any of Company's affiliated entities, officers, directors, employees, other members of Company, its publications, products, or services (hereafter "Disparaging Remarks"), except if testifying truthfully under oath pursuant to a lawful court order or subpoena.

24. Confidentiality and proprietary materials. Client shall maintain in confidence (1) the subject matter of this Agreement, (2) the details of the Services carried out during each phase including pre-production, conference(s), pre-bid, production, post-production, or otherwise, and (3) all non-public documents and information that Company may provide to Client hereunder, in written, electronic, or voice form/format, including, without limitation all commercially sensitive non-public information such as techniques, drawings, inventions, know-how, show-how, software, information relating to current, future and/or proposed products and services (including the pricing of Programs and other goods and services offered by Company), financial information, customer and/or member lists, marketing methods, financial and accounting information, compensation methods and structures, business practices, independent contractors and vendors, strategies, processes, policies and procedures, forms, checklists, templates, tools, pricing and costs (collectively, the "Confidential Information"). Client shall inform its employees and agents of the confidentiality requirements under this Agreement and shall require them to become bound to the confidentiality requirements and abide by all requirements of this Agreement. Each of the Parties acknowledges and agrees that Confidential Information constitutes the valuable trade secrets of the disclosing Party, disclosure of which to unauthorized third parties will cause damage to the disclosing party and its business. Confidential Information does not, however, include any information: (i) that can be seen by the public on a disclosing Party's public facing website, (ii) that at the time of disclosure is within the public domain, (iii) that becomes a part of the public domain after disclosure through no fault, act or failure to act, error, effort or breach of this Agreement by a receiving Party, (iv) is discovered by a receiving Party independently of any disclosure by the disclosing Party, or (v) is obtained from a third party who has a legal right to possess and lawfully disclose such information. Each Party agrees to keep the disclosing Party's Confidential Information in confidence and shall not, at any time during or after the termination of this Agreement, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information or use the Confidential Information of the disclosing Party for any purpose other than to exercise its rights or fulfill its obligations under this Agreement. These limitations on disclosure of a disclosing Party's Confidential Information shall not apply, however, to any Confidential Information that a receiving Party is required by order, statute or regulation, of any government authority to be disclosed to any federal or state agency, court or other body to disclose. This Section survives termination

of this Agreement for any reason. Confidential Information does not include the mere existence of a business relationship between Client and Company for Company's publicity or marketing purposes. Company may disclose for publicity promotional and marketing purposes Company's relationship with Client and for this purpose is granted a worldwide, perpetual, non-exclusive, royalty free, fully paid-up license to use Company's name and business logo. Publicity of this nature, including client references and case studies, is valuable to Company, which value is also reflected in the price of Services, events, and other offerings available to Client.

25. Client bears responsibility for breaking privilege by including Company in otherwise protected correspondence. Company is not a law firm and this is not legal advice. Company puts Client on notice, generally, that information between Client and their authorized attorney, accountant, clergy, or others may be protected from disclosure by certain privilege ("Privilege") and the Privilege protection may not extend beyond Client's legal counsel to Company. Should Client share Privileged or confidential information with third-parties, including Company, Client may lose the benefit of the Privilege. Client should seek the independent advice of a trusted legal advisor to avoid harming Client's legal rights by, for example, copying third parties on emails between legal counsel and Client or any other inclusion of third-party on Privileged communications. Should Client inject third parties, including Company, into its communications with legal counsel, Client will bear the risk of its actions and waives any right to seek relief against Company for breach of Privilege protections or other associated implications flowing from Client's actions. Also, to the extent Client gives their attorney or legal counsel permission or otherwise requests that legal counsel inject third-parties, including Company, into communications that would otherwise be Privileged, Client bears all associated risks and waives any right to seek relief against Company as a result of loss of the privilege that may result as a result of satisfying Client's request. Company will do all it can to protect Client documents and information within the bounds of the law and industry best practice. However, Client is placed on notice that Company may be under an independent duty to reveal Client information in certain circumstances, including but not limited to the following: (a) the commission of illegal or fraudulent, (b) the intent to commit a crime, (c) if directed to do so by a court of law or governing body, (d) Company is required to disclose Client information by law or court order, or (e) where Client and Company's interest are adverse and Company must reveal information to ensure and prioritize Company's interests. Company may, but is under no obligation, to secure permission from Client or its representatives to disclose Client records, confidential or personal information, if Client is required or otherwise directed to do so by a court or government agency.

26. Records and Company retention of ownership interest in Materials. Company and Client understand and agree that all Materials, including but not limited to reports, drawings, inventions, creations, works, devices, models, or any other materials of any nature, together with any marketing strategies prepared, produced, developed, or acquired, by or at the direction of Company, in connection with the Services described in this Agreement, are the sole and exclusive property of Company. Company shall transfer ownership of all rights and licenses to use, reproduce, modify, make improvements to, publish, and publicly display the Materials, for the purposes of fulfilling the terms of this Agreement, to Client provided: (i) such Material is accepted in writing by Client within ten (10) days of being proposed by Company; and (ii) Client pays all fees and costs associated with creating and, where applicable, producing such Materials. Materials that do not meet the two foregoing conditions shall remain Company's property.

26.1. Third-party licenses. Client acknowledges that Company may, on occasion, license materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the licensor at the conclusion of the term of the license. In such instances, Client agrees that it remains bound by the terms of such licenses. Company will keep Client informed of such any such limitations.

27. Non-solicitation. Client understands and agrees that Company invests substantial training and knowledge of Company's proprietary Intellectual Property in the employees, contractors and staff of Company ("Personnel"). It may be Company's practice to require Personnel to agree to non-compete and non-solicit clauses in their agreements with Company. Therefore, (a) during this Agreement, including, without limitation, any extensions, renewals and/or continuations thereof, and (b) for a period of two (2) years thereafter ((a) and/or (b) being the "Restricted Period"), Client agrees that neither Client, nor any other person or entity over which Client exercise direct or indirect control, in full or in part (hereafter "Related Person"), shall (a) directly or indirectly solicit for employment, actually hire, or accept business from any Personnel, customer, or supplier of Company, who at any time during the Restricted Period, had a material business relationship with Company; (b) compete with, or assist/advise another to compete with, Company in the United States and/or Canada by providing ongoing creative consulting, and/or marketing services which may be reasonably confused with or substituted for Company's

services and which will lead to, or has resulted in, the direct or collateral use and/or disclosure of Company's Confidential Information and/or Intellectual Property; and/or (c) divert, attempt to divert, or intentionally interfere with the relationship of Company and any Personnel, customers, suppliers of Company. The covenants set forth in this Section are severable and separate, and the unenforceability of any specific covenant shall not affect the provisions of any other covenant. Moreover, in the event any court of competent jurisdiction shall determine that the scope, time or territorial restrictions above are unreasonable, then it is the intention of the Parties that such restrictions be enforced to the fullest extent which the court deems reasonable, and the Agreement shall thereby be reformed.

28. Indemnification and adverse actions. Client agrees to indemnify, defend and hold harmless, Company and Company's employees, stockholders, attorneys, officers, directors, agents and representatives, 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 willful misconduct, negligent acts, deceptive practices, misrepresentations, fraudulent acts, intentional omissions or criminal activity of Client or any of Client's employees, agents or representatives. Client agrees to indemnify, defend and hold harmless Company and Company's employees, stockholders, attorneys, officers, directors, agents and representatives, from and against any and all liabilities, claims, demands, damages, injuries, and actions, including court costs and attorney fees, arising out of Client's failure to meet its contractual obligations to Company. Client hereby agrees to release, indemnify, defend and hold harmless Company, its owners, members, directors, officers, past and present employees, agents, affiliated companies, assigns, and successors (the "Released Parties") from any claims, losses and injuries, whether physical, emotional, financial, or otherwise (i) that Client may sustain during the provision of Services, at Company events, or in any of Company sponsored programs in which Client 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 Client's acts or omissions at an event or as a member of Company and/or (iii) arising out of Client following Company's advice or using Company's materials, or any portion thereof, that infringes upon or violates any proprietary rights of any third party, including but not limited to patent, copyright, and trade secret rights, 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, Company agrees to promptly notify me 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. Client's obligation to defend, indemnify and hold harmless Company shall survive the expiration or termination of this Agreement for any reason. 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 Client, 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, Client must notify Company in writing of the event within five business days of Client 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.

29. Insurance. Client agrees that at all times during the term of this Agreement, Client 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, employment practices liability insurance, event liability insurance, and professional liability insurance coverage, for risks including bodily injury, personal injury, property damage, malpractice and contractual liability. Client agrees to provide Company with evidence of such insurance upon reasonable request.

30. Notices. Company may give notice to Client by means of, either, in Company's discretion: (i) a general notice in my account information, (deemed given upon posting); or (ii) by electronic mail 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). Client shall give notice to Company by email to marketing@mclique.com. Notices will not be effective unless sent in accordance with the above requirements.

31. Dispute resolution. In the event of any dispute between Company and Referring Party 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 fails 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 charges.

32. Jurisdiction and forum selection. All Parties agree to be bound by U.S. law and to be held accountable in the US judicial system, which includes US courts or forums for alternative dispute resolution. This Agreement shall be governed by, enforced, and interpreted according to the laws of the state of Florida. The Parties further agree that this provision shall survive the termination of this Agreement and that no action, regardless of form, arising hereunder, may be instituted by either party more than two (2) years from the date of the last payment to Company or the date that the last payment was due, whichever date is later. This Agreement will be interpreted and construed by the laws of the State of Florida without regard to its principles on conflicts of laws. The parties agree that any disputes, controversies, or claims between Company and Client related to or arising out of this Agreement will be submitted to the appropriate court situated in the state courts of Florida, in the U.S. District Court for Florida, or submitted to a mutually agreed-upon alternative dispute resolution service provider.

33. Limitation of Remedies and Liability. Company shall not be liable to Client, or any party claiming through Client, punitive or consequential damages or expenses of any type.

34. 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.

35. 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.

36. 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.

37. 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 and every 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.

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

39. Entire Agreement. This Agreement contains the entire agreement of the parties. No other agreement, statement, oral or written communication (emails, phone calls, etc.), or promises made on or before the effective date of this Agreement will be binding on the Parties. Unless otherwise specifically agreed or amended hereto, this Agreement replaces any previous agreements between us in relation to or in contemplation of the engagement and professional relationship between the Parties and shall apply to any future engagements Company may carry out on Client's behalf.

40. Modification. This Agreement, as well as any documents incorporated by reference herein, contains all terms and conditions relating to this matter. Amendment or modification of this Agreement must be in writing. This Agreement is binding upon and will inure to the benefits of both Company and Referring Party's respective successors, representatives, and assigns.

41. Construction. The headings used herein are for convenience only, do not constitute a part of this Agreement, and shall not be deemed to limit or affect any of the provisions herein. The use of any gender herein shall be deemed to include the other gender and the neuter, 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. Each of the parties acknowledges that it has had access to legal counsel in connection with the negotiation, documentation and execution of this Agreement and any agreements, instruments or other documents executed in connection herewith.

42. 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.

43. Counterparts. This Agreement may be executed in one or more counterparts, 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 (*e.g.*, PDF), will be acceptable to bind the parties and will not in any way affect this Agreement's validity.

44. Severability. If any provision or part of any provision of this Agreement is held in whole or in part to be unenforceable, invalid, or illegal, for any reason, such portion shall be considered severed from the Agreement and this Agreement and its provisions shall otherwise continue in full force and effect and be otherwise unaffected.

45. Bankruptcy. This Agreement shall be terminated immediately in the event of the filing of bankruptcy by a party, the insolvency of a party, or the appointment of a receiver of a party. Should the Agreement be terminated in the event of the filing of bankruptcy by a party, the insolvency of a party, or the appointment of a receiver of a part, the Parties shall retain all rights at law and equity to pursue recovery for any amounts they claimed are owed or for damages. Should the Agreement be terminated in the event of the filing of bankruptcy by a party, the insolvency of a party, or the appointment of a receiver of a part, the Parties shall retain, all rights and obligations with respect to confidentiality, intellectual property, proprietary rights, and payment obligations survive the expiration or any earlier termination of this Agreement.

46. Survival. All applicable terms of the Agreement are to be performed and continue beyond the expiration or prior termination hereof, shall survive the expiration or termination of this Agreement.

47. 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 the severed terms 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.

48. 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.