

MARKETING AGREEMENT

This Marketing Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [**FIRST PARTY NAME**], a Corporation organized under the laws of the State of [STATE], with an address of [FIRST PARTY ADDRESS] ("Client"), and [**SECOND PARTY NAME**], a Llc organized under the laws of the State of [STATE], with an address of [SECOND PARTY ADDRESS] ("Marketer"). Client and Marketer are each a "Party" and together the "Parties."

Recitals

WHEREAS, Client desires to engage Marketer to perform marketing and promotional services in connection with Client's products and services, and Marketer is willing to perform such services on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

1. Scope of Services

Services. Marketer shall perform the following marketing services (the "Services"):

[SCOPE OF SERVICES]

Territory. The Services shall be directed to the following territory: **United States**. The Parties acknowledge that for digital and online marketing channels, territorial restrictions are inherently approximate, and incidental out-of-territory reach resulting from the nature of the internet shall not constitute a breach.

Marketing channels. The Services are authorized across the following channels: Social Media, Content.

2. Compensation

Retainer. Client shall pay Marketer a monthly retainer of **\$0.00**, invoiced on the first business day of each month and payable within 30 days of invoice receipt.

Invoicing and payment method. All payments shall be made in U.S. dollars via ACH, wire transfer, or check. Invoices shall itemize services rendered, expenses (if any), and applicable taxes. Undisputed amounts not paid when due shall accrue interest at the lesser of 1.5% per month or the maximum permitted by law.

Expense reimbursement. Client shall reimburse Marketer for reasonable, pre-approved out-of-pocket expenses incurred in connection with the Services (including media spend, third-party software

subscriptions, and travel). Expenses exceeding \$1,000 require prior written approval. Invoices for reimbursement must be submitted with receipts within sixty (60) days of the expense being incurred.

Taxes. Each Party is responsible for its own taxes, including income, self-employment, and franchise taxes. Client shall not withhold federal or state income taxes from payments to Marketer and shall issue Form 1099-NEC where required by 26 U.S.C. §6041A (i.e., if annual payments exceed \$600 to an individual or unincorporated entity). Marketer shall provide Client with a completed Form W-9 prior to the first payment.

3. Term and Termination

Initial term. This Agreement commences on the Effective Date and continues for 12th (12) months (the "Initial Term").

Automatic renewal. After the Initial Term, this Agreement shall automatically renew for successive periods of equal length (each a "Renewal Term"), unless either Party delivers written notice of non-renewal at least 30 days before the end of the then-current term.

Termination for convenience. Either Party may terminate this Agreement for any reason upon 30 days' prior written notice to the other Party.

Termination for cause. Either Party may terminate this Agreement immediately upon written notice if the other Party (a) materially breaches this Agreement and fails to cure such breach within 30 days after receipt of written notice specifying the breach (or, for payment defaults, within ten (10) days); (b) becomes insolvent, makes a general assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy, or ceases to do business; or (c) fails, in the case of a payment default, to make a required payment when due.

Effect of termination. Upon termination or expiration: (i) Marketer shall immediately cease all promotional activities, use of the Marks, and use of any Tracking Technology; (ii) each Party shall, within ten (10) business days, return or destroy all Confidential Information and tangible property of the other Party in its possession; (iii) Marketer shall deliver to Client all Work Product and deliverables in progress; and (iv) Client shall pay Marketer for Services properly performed and non-cancellable expenses properly incurred through the effective date of termination. The Parties may continue to honor orders, subscriptions, and commitments accepted prior to termination. Sections governing confidentiality, intellectual property, indemnification, limitation of liability, governing law, and dispute resolution shall survive termination.

4. Trademark License

Grant. Subject to the terms of this Agreement, each Party (as "Licensor") grants the other (as "Licensee") a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free license to use Licensor's trade

names, trademarks, service marks, and logos (the "Marks") solely as necessary to perform the Services and solely during the Term. The Licensee shall use the Marks only in the form and manner approved in writing by the Licensor, and in accordance with any written trademark-usage guidelines the Licensor may provide.

Quality control. Licensor shall have the right, but not the obligation, to review and approve all uses of its Marks by the Licensee prior to public release. Licensee shall provide samples of proposed uses upon Licensor's request. Licensor may require corrections or withdrawal of any use that does not meet Licensor's reasonable quality standards. This quality-control right is intended to satisfy the control requirements of 15 U.S.C. §1127 (Lanham Act) and to prevent any claim of naked licensing or abandonment of the Marks.

Ownership; no contest. Licensee acknowledges Licensor's exclusive ownership of the Marks and the goodwill associated therewith. All use of the Marks by Licensee, and all goodwill arising from such use, inures solely to the benefit of Licensor. Licensee shall not (a) contest Licensor's ownership, (b) register or attempt to register the Marks or any confusingly similar marks, (c) alter, modify, or deface the Marks, or (d) use the Marks after termination of this Agreement. This obligation survives termination.

5. Content Ownership and Intellectual Property

Work-for-hire and assignment. All deliverables, content, copy, designs, code, campaigns, creative materials, analytics dashboards, and other work product created by Marketer in connection with the Services (collectively, "Work Product") are "works made for hire" as defined in 17 U.S.C. §101, to the maximum extent permitted by law. To the extent any Work Product does not qualify as a work made for hire, Marketer hereby irrevocably assigns to Client all right, title, and interest in and to such Work Product, including all copyrights, trademarks, trade secrets, patents, and other intellectual-property rights. Marketer shall execute such further documents as Client may reasonably request to perfect such assignment, and hereby appoints Client as its attorney-in-fact to execute such documents if Marketer fails to do so within thirty (30) days of request. Marketer retains ownership of its pre-existing tools, know-how, and background IP, and grants Client a perpetual, worldwide, royalty-free license to use such pre-existing materials to the extent incorporated into deliverables.

6. Representations, Warranties, and Compliance

Mutual warranties. Each Party represents and warrants that: (a) it has full corporate right, power, and authority to enter into and perform this Agreement; (b) execution and performance do not conflict with any other agreement; (c) this Agreement is a legal, valid, and binding obligation enforceable against such Party; and (d) it will perform its obligations in a professional and workmanlike manner consistent with industry standards.

Compliance warranty. Each Party warrants that its performance under this Agreement, and all marketing activities and materials it produces or distributes, shall comply with all applicable federal, state, and local laws, rules, and regulations, including without limitation: (i) Section 5 of the FTC Act (15 U.S.C. §45) prohibiting unfair or deceptive acts or practices; (ii) the FTC's Guides Concerning the Use of Endorsements and Testimonials in Advertising (16 C.F.R. Part 255, as amended); (iii) applicable consumer-protection, advertising, and privacy laws.

Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES, AND EACH PARTY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, SERVICES, OR RESULTS CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. NEITHER PARTY WARRANTS ANY SPECIFIC MARKETING RESULTS, SALES FIGURES, OR RETURN ON INVESTMENT.

7. Confidentiality

Each Party (as "Receiving Party") shall hold in strict confidence all non-public information disclosed by the other Party (as "Disclosing Party"), including business plans, financial information, customer data, pricing, technology, strategy, and the terms of this Agreement (collectively, "Confidential Information"). Confidential Information does not include information that (i) is or becomes public through no fault of the Receiving Party, (ii) was rightfully known without obligation prior to disclosure, (iii) is lawfully received from a third party without obligation, or (iv) is independently developed without reference to Confidential Information. The Receiving Party shall use Confidential Information only for performance under this Agreement and shall limit access to personnel with a need to know under equivalent obligations. Compelled disclosure is permitted with prompt notice and cooperation to seek protective orders.

Trade-secret survival. For Confidential Information that constitutes a trade secret under applicable law, confidentiality obligations continue for so long as the information retains trade-secret status. For all other Confidential Information, obligations survive for three (3) years after termination.

8. Data Processing and Privacy

Data Processing Addendum. To the extent Marketer processes, has access to, or otherwise handles personal information of Client's customers, employees, or prospects ("Personal Data") in connection with the Services, the Parties shall comply with the Data Processing Addendum attached as **Exhibit A** (the "DPA"). In the event of any conflict between this Agreement and the DPA with respect to Personal Data, the DPA shall control. Marketer shall: (a) process Personal Data only for the business purposes identified in this Agreement; (b) implement and maintain reasonable administrative, physical, and technical safeguards; (c) not sell or share Personal Data; (d) not combine Personal Data with data from other

sources except as permitted by applicable law; (e) assist Client in responding to data-subject requests and regulatory inquiries; (f) notify Client without undue delay (and in no event later than seventy-two (72) hours) of any confirmed security breach affecting Personal Data; and (g) return or delete all Personal Data upon termination, subject to legal retention requirements.

9. Publicity

Neither Party shall use the other Party's name, logo, or marks in any press release, public announcement, or external publicity without the other Party's prior written consent, except that each Party may identify the other as a customer, partner, or strategic marketer in its standard customer lists, website, investor materials, and case studies describing high-level nature of the engagement, without disclosing confidential details or specific performance results.

10. Indemnification

Mutual indemnification. Each Party (as "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party and its officers, directors, employees, and agents (the "Indemnified Parties") from and against any third-party claim, loss, damage, liability, cost, or expense (including reasonable attorney's fees) arising out of or relating to: (a) the Indemnifying Party's breach of this Agreement; (b) the Indemnifying Party's gross negligence, willful misconduct, or fraud; (c) violation by the Indemnifying Party of applicable law (including FTC, CAN-SPAM, TCPA, and privacy laws, where applicable); or (d) infringement or misappropriation of a third party's intellectual-property rights by materials provided by the Indemnifying Party.

Procedure. The Indemnified Party shall (i) provide prompt written notice of the claim; (ii) permit the Indemnifying Party to control the defense and settlement (provided no settlement admits liability of or imposes non-monetary obligations on the Indemnified Party without its consent); and (iii) reasonably cooperate at the Indemnifying Party's expense.

11. Limitation of Liability

Exclusion of consequential damages. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, BREACH OF CONFIDENTIALITY, MISUSE OF INTELLECTUAL PROPERTY, OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOST REVENUE, LOST GOODWILL, OR BUSINESS INTERRUPTION), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Aggregate cap. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, BREACH OF CONFIDENTIALITY, MISUSE OF INTELLECTUAL PROPERTY, OR PAYMENT OBLIGATIONS, EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT

EXCEED THE TOTAL FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Independent Contractor; Worker Classification

Independent contractor. Marketer is an independent contractor, not an employee, partner, agent, or joint venturer of Client. Marketer is solely responsible for its own business operations, taxes (including self-employment tax under 26 U.S.C. §§1401–1402), insurance, benefits, and compliance with applicable employment laws for its personnel. Neither Party has authority to bind the other.

13. Restrictive Covenants

17. Force Majeure

Neither Party shall be liable for any failure or delay in performance (other than payment of amounts due) caused by events beyond its reasonable control, including acts of God; pandemic, epidemic, or public-health crisis (including quarantine or employee-restriction orders); fire; storm; flood; war; terrorism; riot; strike; lockout; labor dispute; act of civil or military authority; national emergency; cyberattack or denial-of-service attack; or failure of internet, telecommunications, or cloud-service providers. The affected Party shall give prompt written notice, use reasonable efforts to mitigate, and resume performance as soon as practicable. If a force-majeure event continues for more than ninety (90) consecutive days, either Party may terminate this Agreement upon written notice without further liability.

18. General Provisions

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to conflict-of-laws principles.

Arbitration. Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, seated in San Francisco, [STATE]. Either Party may seek injunctive relief in a court of competent jurisdiction to protect intellectual property or Confidential Information.

Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except that either Party may assign to a successor in interest in connection with a merger, reorganization, or sale of all or substantially all of its equity or assets, upon written notice to the other Party.

Notices. All notices shall be in writing and delivered by hand, overnight courier, certified mail, or email with delivery confirmation, to the addresses set forth in the preamble (or such other address as a Party designates by notice). Notices are effective on receipt.

Amendments. This Agreement may be amended only by a written instrument signed by both Parties. Amendments to scope, territory, or compensation shall be documented in a signed Change Order or

amendment referencing this Agreement.

Waiver. No waiver of any provision is effective except by written instrument signed by the waiving Party, and any such waiver is effective only in the specific instance and for the specific purpose stated.

Severability. If any provision is held invalid or unenforceable, the remainder shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to be enforceable while preserving the Parties' original intent.

Entire Agreement. This Agreement, together with any exhibits, schedules, and amendments, constitutes the entire agreement between the Parties on its subject matter and supersedes all prior or contemporaneous agreements and understandings. In the event of a conflict between this Agreement and an exhibit, this Agreement controls except with respect to the DPA, which controls as to Personal Data.

Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic and digital signatures are valid and binding under the federal ESIGN Act (15 U.S.C. §7001 et seq.) and applicable state law.

No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns.

Signatures

The Parties have executed this Marketing Agreement as of the Effective Date.

Client

PRINTED NAME

SIGNATURE

DATE

Marketer

PRINTED NAME

SIGNATURE

DATE