

This Lead Generation Terms of Service (the "Agreement") is bound by the executed Digital Services Proposal made by you and/or your company, (hereafter referred to as "Client"), Mixed Media Ventures, LLC (the "Company"), (also individually as "Party" and collectively as "Parties").

Both Parties agree as follows:

1. Term.

1. Client is engaging the Company for the purpose of providing Digital Marketing Services (the "Services") for the term indicated in the Digital Services Proposal.
2. These Service levels become effective on the Digital Services Proposal is executed by the Client party.
3. All services are on a pre-paid subscription basis unless otherwise amended and stated in the Digital Services Proposal.

2. Definitions.

1. "Clients" means any firm, partnership, corporation and/or any other entity and/or person that purchased or purchases from the Company any of the products or engaged or engages the Company's services.
2. "Lead Generation Terms of Service" refers to this Agreement.
3. "Cancellation" refers to the cessation of service by an End-Client or Client and not the termination of this agreement.
4. "Employee" refers to individuals that are in active employment contracts with either the Company or the Client. This excludes employees whose tenures precede the effectivity date of this agreement or individuals that are candidates for employment by either party.
5. "End-Client" shall refer to individuals, establishments, corporations, websites or any such legal entity that the Client subscribes to the Company's service.

3. Digital Marketing Services

1. The Company shall provide consultations in favor of the Client in the development and execution of the Client's Services translating to work fulfillment
2. The Company shall perform all of the Digital Marketing Services assigned to it in a timely and professional manner, herein after "response time"
3. The Company, in consultation with the Client, will determine the methods, details and means of performing the work to be carried out for the Client. In addition, the Client shall be entitled to exercise a broad general power of supervision and control over the results of work performed by the Company to ensure satisfactory performance through the intervention of a pre-assigned Account Manager. This power of supervision shall

include the right to inspect, stop work, make suggestions or recommendations as to the details of work, and request modifications to the scope of the work.

4. Confidentiality Agreement.

1. During the term of this Agreement, the Company agrees and understands that it may have access to documents, data, or other information, some or all of which may be confidential and/or privileged from disclosure whether or not labelled or identified as "Confidential."
2. The Company shall hold the confidential and/or privileged information in confidence and shall not use the same other than for the purposes of its business with The Client, and shall disclose it only to its officers, directors, or employees with a specific need to know the said confidential information.
3. The Company shall not disclose, publish or otherwise reveal any of the confidential and/or privileged information received from the Client to any other party whatsoever except with the specific prior written authorization of the Client.
4. Confidential and/or privileged information furnished in tangible form shall not be duplicated by the Company except for purposes of this Agreement. Upon the request of the Client, the Company shall return all confidential and/or privileged information received in written or tangible form, including copies or reproductions or other media containing such confidential and/or privileged information within five (5) days of such request.
5. This Section shall survive notwithstanding the termination of this Agreement.

5. Consideration.

1. The Client shall pay the Company in accordance to:
 1. Fees. The Client agrees to pay an amount set forth by the Company in consideration of the Company's performance of the work.
 2. Invoices/Payment. The Client agrees to pay Invoices on the due date indicated on the said Invoices and set forth by the Digital Services Proposal.

6. Cancellation.

1. Client cancellations may be requested only within the 10-day window prior to the launch of a campaign (21st of the month to the end of the month). The Client agrees that no refund shall be given arising from cancellations requested after the launch date (1st of every month).

Cessation of work for end-clients may be requested, and the remaining work may be allocated to another End-Client.

7. Termination.

1. This Agreement may be willfully terminated with a 30-day notice from either party. In addition, this agreement may also terminate when any of the following occurs:

By either party:

1. Upon written notice to the other party of a material breach of this Agreement. Such termination notice shall be automatically effective thirty (30) days following the receipt thereof, unless the breach has been cured prior to the expiration of such thirty (30) days.

2. By the Client:

1. The Company's persistent failure to review and/or act upon documented the Client and/or its End-Clients' complaints regarding the Company's services
2. The Company's persistent failure to meet such turnaround time as specified in the Digital Services Proposal.

3. By the Company.

1. Material breach of this agreement pertaining but not limited to Section 5 of this Agreement.
2. The Client's persistent failure to set proper Client expectations regarding the nature of Services delivered.
4. Multiple violation of either party of Section 8 of this agreement, with "Multiple" hereby defined as three (3) or more instances or a single violation of Section 7.
5. Neither the expiration nor the termination of this Agreement shall relieve either Party from its obligations or rights accrued hereunder prior to its expiration or termination.

8. Non-Solicitation.

1. During the term of this Agreement and for a period of one (1) year after the termination of this Agreement, both parties agree that they shall not directly or indirectly approach any Client, business partner of either party, its affiliates or with whomever either party has

transacted business with for the purpose of providing services substantially similar to the nature of the relationship of both parties, such as, without limitation, services covered by this.

9. Mutual Non-Hire.

1. During the term of this Agreement and for a period of one (1) year after the termination of this Agreement, the Company and the Client agree not to unless otherwise agreed to in writing prior to its termination:
 1. directly or indirectly, initiate employment discussions with, hire, attempt to recruit, solicit, induce, or use in any way the services of each other's employees or contractors.
 2. solicit or encourage each other's employees or contractors to terminate their employment or contract with their respective employers.
 3. solicit or encourage each other's employees or contractors to accept employment with any business, corporation, partnership, association, agency or other person or entity with which the Parties may be associated.

10. Non-Exclusivity.

1. The Client recognizes that the Company providing services under this Agreement does so non-exclusively and that the Company may perform similar services for other persons, companies and organizations and this Agreement shall not prevent the Company from using such personnel for the performance of such similar services for such other persons. The Company likewise recognizes that the Client may engage other consultants to perform similar services from time to time, and this Agreement shall not prevent the Client from using such consultants, for so long as it does not violate other statutes or attachments to this Agreement.

11. Intellectual Property.

1. All products and results of Client's Services rendered hereunder are works made for hire. Client acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyrights) belongs to and shall be the sole and exclusive property of their respective owners. Company has no right to any marks, logos, images, or copy (herein referred to as "Client Content") used to be used in various methods of delivering the Digital Marketing campaigns as stated in 10.1 of this agreement.
2. Company may use and reuse any and all royalty free images, Company produced advertising copy, Company provided photography, and other Company provided media (herein referred to as "Media") that Company has previously acquired on behalf of Client or other Company Clients. Company also may use any Media originally produced and modified for use, or originally produced on a case by case basis for any Client, and that may be used in future or existing Digital

Marketing campaigns to improve the reach and conversion rate for Client. Company may, in writing, on a case by case basis pass ownership and Intellectual property rights to Client if Client Content is used in such produced Media. Company retains its rights to the original Media prior to modification without exception as stated in 11.3 below.

3. If the Service is one to which the provisions of 17 U.S.C. § 106A apply, Client hereby waives and appoints Company to assert on Client's behalf Client's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions or the Work, in any medium, for Company's purposes.

12. Mediation and Arbitration.

1. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to the breach thereof, shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding. The Parties agree to participate in the mediation in accordance with the mediation procedures of The State of New Jersey. Parties agree to share equally in the costs of the mediation.
2. All disputes not settled via Mediation or via good faith negotiations, as set out above shall be submitted to binding Arbitration under the rules of the applicable governing body of the State of New Jersey, with all expenses of Arbitration to be borne equally by the Parties in advance of the arbitration. In so agreeing, the Parties agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and enforceable in any court having jurisdiction over the same.

13. Warranties.

1. The agreement covers the pricing, volume and nature of work as defined in the attached exhibits. Both parties understand and mutually agree that due to the influence of changes to search engine algorithms, no warranties except for work volume fulfilment, quality and work originality are guaranteed by this agreement.
2. **Imperative On-Page:** In Order to facilitate the work of Reputation Management, if applicable, it is imperative that the Company be provided the credentials to web properties owned by the client. In addition to this, On-Page recommendations must be implemented in the first 30 days of every Campaign. The Company does not warrant the effectiveness or lack thereof of performance if the On-Page

recommendations it sets forth in accordance with this agreement are not implemented or whole implementation is not facilitated.

3. **Algorithm Updates:** SEO, Social Media, and Digital Marketing is an ever-changing environment. We are a Company that prides itself in A-B Testing all our proprietary processes before they are implemented on client sites. Despite our testing, the industry is heavily driven by algorithms developed by vendors such as Google, Facebook, Instagram, Twitter, Pinterest, LinkedIn, and other technology companies. We do not warrant our work from negative performance that are driven by algorithm changes.
4. **Warranties on Human Error:** In order to retain a natural feel and behavior to our strategy, many of our activities are people-intervened, and therefore it is impossible to remove human error from the process. We strongly commit to high Quality Standards and therefore set your expectations at a 1% human error rate. Should there be questions arising due to the quality or volume of work, we would be more than happy to correct the situation and address the error and complete the fulfillment. Your active participation and vigilance in monitoring the quality of work is not just appreciated, but integral to our mutual success.

14. Designation of Representatives.

1. The Company and the Client shall each designate up to five (5) representatives as the only designated persons who will send and accept all deliverables and receive and make all communications between the Company and the Client. Neither Party shall have any obligation to consider for approval or respond to materials submitted other than through the designated persons. Each Party has the right to change its designated person upon two (2) days' notice to the other.

15. Assignment.

1. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs (as applicable), legal representatives, successors, and assigns.

16. Contract Governed by Law.

1. This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of New Jersey, to the exclusion of its rules on conflicts of laws. Both Parties agree that should their dispute reach the courts of law, the competent courts of New Jersey shall have exclusive jurisdiction over the same.

17. Construction of Agreement.

1. The covenants contained herein shall be presumed to be enforceable, and any reading causing unenforceability shall yield to a construction permitting enforcement. If any single covenant or clause shall be found unenforceable, it shall be severed, and the remaining covenants and clauses enforced in accordance with the tenor of the Agreement. In the event any court of law should determine not to enforce a covenant as written due to over breadth, the Parties specifically agree that said covenant shall be modified and enforced to the extent reasonable, whether said modifications are in time, territory, or scope of prohibited activities.

18. Contracting Parties.

1. The Company and its subsidiaries have agreed to their respective rights and obligations regarding performance of the Digital Services Proposal to the Client. The parties acknowledge that: (i) The Company or any subsidiary or branch of the Company may treat the Services addressed to that entity, representative office or branch as having been addressed to the appropriate entity, or representative office or branch, by the Client; and (ii) delivery will be completed by the Company with the right to be paid in any geographic region in which it may deem appropriate.

19. Entire Agreement.

1. This Entire Agreement expresses the full and complete understanding and agreement between the Parties with respect to the transactions contemplated herein and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral communications with respect to the subject matter hereof. This Agreement may not be amended or modified except in writing signed by each of the parties to this Agreement. The signature and affirmation of the Digital Services Proposal shall mean all statues conditions, inclusions and limitations set forth in this agreement and its attached annexes have been read, understood and accepted in good faith by both parties.