

GENERAL TERMS AND CONDITIONS FOR SERVICES

1. Services.

- A. Contractor will perform certain services and create and provide certain deliverables, as more particularly described in statements of work (each an SOW and collectively SOWs) which may be entered into from time to time by the parties and, upon execution, will be incorporated and made part of these General Terms and Conditions for Services (the "Services"). The SOWs, together with these terms, shall collectively be referred to herein as the "Agreement." Prior to commencement of the Services a SOW will be prepared, in the form attached hereto as Exhibit A. In the event of a conflict between the terms of a SOW and the terms of this Agreement, the terms of the SOW shall supersede and control. No obligation to provide any Services shall be incurred by Contractor until such time that an SOW has been executed by authorized representatives of both parties. The existence of this Agreement shall not be construed as imposing any obligation upon the Contractor to agree to a SOW or to otherwise perform any Services for the Client.
- B. Client acknowledges and agrees that Contractor may use subcontractors and consultants to perform the Services to be provided under this Agreement.
- C. Contractor may represent, perform services for, and contract with other additional clients, persons, or companies as Contractor, in its discretion, deems fit.

2. Fees and Expenses.

- A. Fees. As consideration for Contractor's rendition of the Services, Client agrees to pay Contractor the fees set forth in a SOW (the "Fees"). The Fees are exclusive of taxes, levies, duties, governmental charges and expenses (with the exception of any Contractor's income taxes), which amounts will be billed to and paid by Client.
- B. Expenses. In addition to the Fees, Client agrees to reimburse Contractor for all of Contractor's travel and other expenses reasonably incurred by Contractor in connection with its performance of the Services, including, but not limited to, any expenses incurred in connection with the purchase or license of any stock imagery or software by Contractor in connection with the Services.

3. Billing and Payment. Contractor shall issue invoices to Client pursuant to the timetable set forth in a SOW. Client will pay invoices in U.S. dollars promptly upon receipt of Contractor's invoice. Payments must be made by wire transfer, certified check, bank check or such other method as may be agreed upon by Contractor; provided however, Client shall pay any fees (such as credit card processing or bank fees) associated with the payment of any invoices. Client shall have no right of offset or withholding under this Agreement. Any amounts not paid by Client when due shall be subject to interest charges, from the date due until paid, at the rate of five percent (5.0%) per month, or the highest interest rate allowable by law (whichever is less), payable monthly. If any amounts due to Contractor from Client becomes past due for any reason, Contractor may at its option and without further notice withhold further Services until all invoices have been paid in full, and such withholding of Services shall not be considered a breach or default of any of Contractor's obligations hereunder or under any SOW.

4. Warranty. The Services to be performed hereunder are in the nature of digital marketing services. Contractor does not warrant in any form the results or achievements of the Services provided or the resulting work product and deliverables. Contractor warrants that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with generally accepted industry standards and practices. Contractor shall comply with all statutes, ordinances, regulations and laws of all international, federal, state, county, municipal or local governments applicable to performing the Services hereunder.

LIMITATION OF WARRANTY. THE WARRANTY SET FORTH IN THIS SECTION 4. IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS REPERFORMANCE OF THE SERVICES, OR IF REPERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF ANY AMOUNTS PAID UNDER THIS AGREEMENT FOR SUCH NON-CONFORMING SERVICES.

5. Ownership of Work Product. Until such time as all Fees and expenses for have been paid in full, all intellectual property rights in all pre-existing works and derivative works of such pre-existing works and other deliverables and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the

Services hereunder shall remain the sole and absolute property of Contractor, subject to a worldwide, non-exclusive license to Client for its internal use as intended under this Agreement.

6. Confidentiality; Record Keeping. The parties acknowledge that to perform the Services one party may disclose to the other confidential and/or sensitive information ("Confidential Information"). The party disclosing information is referred to as the "Disclosing Party" and the party receiving information as the "Receiving Party." Confidential Information shall mean all information disclosed by the Disclosing Party to the Receiving Party which is non-public and either proprietary or confidential in nature and related to the Disclosing Party's business or activities including, but not limited to, financial, legal, technical, marketing, sales and business information, which is (a) marked as confidential at the time of disclosure or (b) is unmarked (e.g., disclosed orally or visually) but is identified as confidential at the time of disclosure. The Receiving Party shall maintain the Confidential Information in strict confidence and limit disclosure to its employees, subcontractors, consultants and representatives who have a need to know such information to perform the Agreement. The Receiving Party shall only use Confidential Information in furtherance of its performance of the Agreement, and not for any other purpose or for the benefit of any third party. Receiving Party's obligations to protect the Confidential Information will survive for six months after the termination of this Agreement. These confidentiality obligations shall not apply to any information which: (i) was lawfully in Receiving Party's possession before receipt from Disclosing Party; (ii) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party; (iii) is developed by Receiving Party independently of any Confidential Information it receives from Disclosing Party; or (iv) Receiving Party receives from a third party free to make such disclosure without, to the best of Receiving Party's knowledge, breach of any legal or contractual obligation. In no event shall Contractor's use or disclosure of information relating to the development, improvement or use of any of Contractor's products be subject to any limitation or restriction. If the Receiving Party is confronted with legal action to disclose Confidential Information it shall, unless prohibited by applicable law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief it deems appropriate. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed. All Confidential Information shall remain the property of the Disclosing Party. All copies of Confidential Information shall be either returned to the Disclosing Party or destroyed (at Receiving Party's option) promptly upon the Disclosing Party's written request or within thirty (30) days of the expiration or termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, each party: (i) consent to the recording of telephone conversations between such party's relevant personnel or employees in connection with this Agreement and the Services, and (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel or employees.
7. Indemnification. Contractor shall indemnify, defend, and hold harmless Client, along with Client's employees, officers, directors, shareholders, contractors, agents, subsidiaries, parent, affiliates and assigns, from and against any and all costs, damages, or expenses of any kind or nature, including without limitation attorney's fees and related costs, arising directly or indirectly (a) out of a breach or default by or on behalf of Contractor of any of its obligations under this Agreement; or (b) Contractor's (or any party acting on its behalf) negligence or willful misconduct. With respect to any claim made hereunder, Client shall provide Contractor with prompt written notice of its existence, give control of its defense and settlement to Contractor, and shall cooperate in all reasonable respects with Contractor, its insurance company, and its legal counsel in its defense thereof, at Contractor's sole expense. Contractor may not settle any potential suit hereunder without Client's prior written approval, with such approval not to be unreasonably withheld, conditioned, or delayed. If Contractor fails to assume the defense of a claim or Client reasonably determines that Contractor has failed to diligently assume and maintain a prompt and vigorous defense of any claim, Client may assume sole control of the defense of any claim and all related settlement negotiations with counsel of its own choosing, and Contractor will pay all reasonable costs and expenses (including reasonable outside attorneys' fees) incurred by Client in such defense within thirty (30) days of each of Client's written requests therefore.
8. LIMITATION OF LIABILITY; ACTIONS. IN NO EVENT SHALL CONTRACTOR BE LIABLE UNDER THIS AGREEMENT TO CLIENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. CONTRACTOR'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CLIENT TO CONTRACTOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE AGREEMENT. NO ACTION SHALL BE BROUGHT FOR ANY CLAIM

RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

9. Cooperation of Client. Client agrees to comply with all reasonable requests of Contractor and shall provide Contractor's personnel with access to all documents and facilities as may be reasonably necessary for the performance of the Services. Client agrees to furnish without charge adequate space at Client's premises for use by Contractor's personnel while performing the Services. Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable to client for any missed deadlines or project delays to the extent such delay is attributable to Client's failure to cooperate in accordance with this Section 9.
10. Term and Termination:
 - A. Term. The term of this Agreement shall be one (1) year, commencing upon full execution hereof by the parties, and this Agreement shall automatically renew for another one (1) year term, unless sooner terminated as set forth herein.
 - B. Termination for Breach. Either party may terminate this Agreement at any time in the event of a breach by the other party of a material covenant, commitment or obligation under this Agreement that remains uncured: (i) in the event of a monetary breach, ten (10) calendar days following written notice thereof; and (ii) in the event of a non-monetary breach after thirty (30) days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either party. Termination shall be in addition to any other remedies that may be available to the non-breaching party.
 - C. Termination Without Cause. This Agreement may be terminated by Contractor, for any reason with or without cause, upon thirty (30) days' prior written notice to the Client. This Agreement may be terminated by Client, for any reason with or without cause, upon delivery of written notice to Contractor within thirty (30) days of the expiration of the term of this Agreement, and if Contractor delivers such notice to Contractor, then this Agreement shall terminate upon the expiration of the term of this Agreement and, for the avoidance of doubt, will not automatically be renewed pursuant to Section 10.A. hereof.
 - D. Obligations Upon Termination. Termination of this Agreement for any reason shall not discharge either party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Client shall pay Contractor for all Services rendered prior to the effective date of termination. Upon termination each party shall return the other's Confidential Information in its possession at the time of termination. Upon the termination, Client shall promptly return to Contractor any equipment, materials or other property of the Contractor which are in Client's possession or control.
11. Non-Solicitation; Non-Disparagement. During the term of this Agreement and for one (1) year following the expiration or termination date of the Agreement, Client agrees not directly solicit or induce any person who performs Services hereunder on behalf of Contractor to leave the employ of Contractor. Client is not prohibited from responding to or hiring the Contractor's employees who inquire about employment on their own accord without any direct or indirect solicitation or encouragement from Client (as Client can reasonably demonstrate) or in response to a public advertisement or employment solicitation in general which are not directed to target the Contractor or its employees. Client acknowledges and agrees that Client will not defame or criticize the services, business, integrity, veracity, or personal or professional reputation of the Contractor or any of its directors, officers, employees, affiliates, or agents of any of the foregoing in either a professional or personal manner either during the term of this Agreement or thereafter.
12. Relationship of the Parties. The relationship of the parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. Neither party has the authority to bind or contract any obligation in the name of or on account of the other party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other party, or otherwise act on behalf of the other. Each party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers compensation, and all other employment benefits.
13. Force Majeure. Neither party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of the party so defaulting or delaying in the performance of this Agreement, for so long as such force

majeure event is in effect. Each party shall use reasonable efforts to notify the other party of the occurrence of such an event within five (5) business days of its occurrence, which notice shall include a description of the force majeure event and an estimate of the length of time such event will delay or prevent performance hereunder.

14. Partial Invalidity. In the event that any part or portion of this Agreement is deemed to be invalid, illegal, or otherwise unenforceable: (1) the parties shall use all reasonable efforts to negotiate in good faith to amend the term to eliminate any such invalidity, illegality, or unenforceability to the extent practically possible, taking into full account their original intent when entering into this Agreement; and (2) the remaining provisions of the Agreement shall continue in full force and effect.
15. Publicity; Data Collection. Subject to the confidentiality provisions set forth herein, Contractor shall be free to disclose to the public that Client is a client of Contractor, and may use Client's name to make such statement. Client acknowledges, agrees, and consents to the collection, use, and holding of data (including call or form tracking) for the purpose of implementing, administering and providing the Services pursuant to this Agreement
16. Assignment. Client may not assign, delegate or otherwise transfer this Agreement or its obligations hereunder, in whole or in part, without the prior written consent of Contractor, with such consent not to be unreasonably withheld or delayed. Any purported assignment or delegation in violation of this section shall be null and void. No permitted assignment or delegation will relieve Client of its obligations under this Agreement, and as such, Client shall remain primarily liable in connection therewith. Contractor shall be entitled to assign, engage subcontractors or otherwise transfer this Agreement, in whole or in part, without the prior consent of Client.
17. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the address set forth on the signature page to this Agreement or as otherwise designated by a party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (1) upon receipt by the receiving party; and (2) if the party giving the notice has complied with the requirements of this section.
18. Survival. Following the termination of this Agreement, any provision set forth herein which, by its very nature, is intended to survive any expiration or termination hereof, shall so survive, including without limitation, the provisions respecting ownership of work product, confidentiality, indemnification, limitation of liability, non-solicitation, accrued payment obligations, and governing law and venue.
19. Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.
20. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Missouri without regard to its conflict of laws principles. The parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in St. Louis County, Missouri. Both parties hereby submit to the exclusive jurisdiction and venue of any such court.
21. Attorneys' Fees. If either party incurs any legal fees associated with the enforcement of this Agreement or any rights hereunder, the prevailing party shall be entitled to recover its reasonable outside attorney's fees and any court, arbitration, mediation, or other reasonable litigation expenses from the other party.
22. Collection Expenses. If Contractor incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due it under this Agreement, Client agrees to reimburse Contractor for all such costs, expenses and fees.
23. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.
24. Headings; Construction. The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either party regardless of which party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting party.
25. Entire Agreement; Modification. The Agreement (along with any attachments incorporated herein) sets forth the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement or

communications between the parties, whether written, oral, electronic, or otherwise, relating hereto. No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of the parties. Each party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The parties acknowledge and agree that they are not relying upon any representations or statements made by the other party or the other party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.

[Last Revision: October 2019]

Exhibit A

[FORM STATEMENT OF WORK]

Statement of Work No. __

This Statement of Work Order No. __ (“SOW”) is entered into as of the __ day of _____ by and between _____, a _____ (“Client”) and The Clix Group, LLC, a Missouri limited liability company (“Contractor”) and is deemed to be incorporated into that certain General Terms and Conditions for Services dated _____ (the “Agreement”) by and between Client and the Contractor (the “Agreement”). Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Agreement.

1. **Name and Description of Service**
2. **Service Objectives and Scope**
3. **Campaign Schedule**
4. **Communication and Accessibility**
5. **Place of Performance of SOW**
6. **Term/Period of Performance**
7. **Payment Terms**
8. **Agreement of Terms**

IN WITNESS WHEREOF, the Parties hereto have executed this SOW as of the day and year indicated below

CLIENT:

_____, a _____ company.

Signature of Authorized Agent

First and Last Name (Print)

Title

Date

CONTRACTOR:

_____, a _____ company.

Signature of Authorized Agent

First and Last Name (Print)

Title

Date