



CLIENT SERVICE AGREEMENT

This Client Service Agreement (the "Agreement") is entered into by and between **Channel Edge Media**, a UT Company with an address at 2901 W Bluegrass Blvd. #200-217 Lehi, UT 84048 ("Company"), and ("Client"), to establish the terms and conditions under which Company will perform Services for or on behalf of Client from time to time. Each request for Services will be pursuant to a separate Client Service Insertion Order Request Form, signed by both parties, specifying the Services and other details of the request, all subject to this Agreement (each a "Request Form"). All updates or revisions by Company to this Client Service Agreement will be notified to Company via email. In the event of conflict, the terms of the applicable Request Form will govern. In consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Company and Client agree to be legally bound as follows:

1. Agreement. Company agrees to perform certain services relative to the provision of certain lead data ("Calls"), which shall further be defined within the applicable Request Form for each assignment (the "Services"). All Services to be provided by Company to Client shall be on a non-exclusive basis, on the terms and conditions described in this Agreement and the applicable Request Form. This Agreement, along with the accompanying and subsequent Request Forms shall define the parties' obligations and liabilities with respect to Company's performance of Services, including without limitation, the Calls as defined within an applicable Request Form or display of advertising campaigns and promotions on Client's behalf through billable actions (as defined within an applicable Request Form) (each, a "Campaign" and collectively, the "Campaigns"). Each Request Form submitted by Client and accepted by Company shall be governed by this Agreement. Any discussions between Company and Client concerning any Services and/or Calls constitute estimates only, and that unless reduced to an exhibit, addendum, or Request Form, executed by the parties shall have no effect.

2. Requirements. Company agrees to undertake and complete the Services as mutually agreed in the applicable Request Form(s). Client acknowledges and agrees that Company may engage subcontractors in the performance of the Services; provided that Company remains responsible for the completion of the Services in all cases. Client shall be responsible for providing and/or approving the content for any advertising to be placed for the purpose of generating inbound Calls to be forwarded to Client, as well as any scripts to be used by call centers or other parties engaged by Company to initially receive and screen such Calls.

3. Term & Termination. The term of this Agreement shall begin on the date when both parties have signed below, and shall continue for as long as Company is providing Calls to Client. Either party may terminate this Agreement upon thirty(30) days' advance written notice; provided, however, termination of this Agreement shall not relieve Client from its obligation to pay the greater of (i) any fees that have accrued prior to the effective date of termination; (ii) any minimum price specified in the Request Form(s) less any amount previously billed to and paid by Client; or (iii) its obligations under any Request Form for which performance has commenced which have not been terminated pursuant to the terms thereof. Such amount shall be payable immediately upon termination. Upon termination or expiration of the Agreement: a) any and all licenses and rights granted to either party hereto in connection with the Agreement shall immediately cease and terminate; and (c) except for any Lead that client has joint ownership of pursuant to this Agreement, any and all Confidential Information or proprietary information of either party hereto that is in the other party's possession or control must be immediately returned or destroyed. Notwithstanding any termination or expiration of the Agreement, any provisions of the Agreement that may reasonably be expected to survive such termination or expiration of the Agreement, including without limitation Sections 3, 4, 5, 6 and 19 shall survive and remain in effect in accordance with their terms contained herein.

4. Telemarketing Compliance. While the Services are anticipated to result primarily in inbound Calls to be forwarded/supplied to Client, each party hereby certifies that it will comply with all applicable laws and regulations in the United States applicable to telemarketing activities such party may undertake, including but not limited to the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, and the FTC's Telemarketing Sales Rule.

5. Fees and Payment. As consideration for the performance of Services and provision of the Calls, Client shall pay Company the fees set forth in the applicable Insertion Order Request Form in a form that is accepted by Channel Edge Media such as wire transfers, check, ACH deposit, or money order. In the event that the Client stops payment on a check or a check is returned for insufficient funds, the Client will pay an administrative fee of \$50 to Channel Edge Media. In the event that this Agreement or any applicable Request Form is terminated prior to Company's full performance of Services, an amount consistent with the Services rendered and Calls that have been received by Client shall be paid. Notwithstanding the foregoing, all amounts that are due for any Calls shall be due and payable by Client. All fees are due and payable in U.S. Dollars. Such payments to Company shall be non-refundable.

Payment terms will be specified in the applicable Request Form. In the event Client does not pay Company any undisputed amounts as set forth in this Section and pursuant to due date and other terms in the applicable Request Form, such payment shall



be considered past due and shall accrue interest at the rate of the lesser of ten percent (10%) per month, or the maximum rate permitted by law, until paid in full. All campaigns associated with Client will be paused until Company is paid in full. Client may pay for services rendered via ACH, Wire or Credit Card. If paying by Credit Card we will charge a 3% fee and do a test charge of \$1 to ensure the credit card is working properly. CHANNEL EDGE MEDIA makes no warranty whatsoever as to whether the Client will engage the Potential Customer as an actual customer resulting in any profit or payment as a result of the Leads delivered pursuant to this agreement.

Client is responsible for and will pay any applicable sales, use or other similar tax due as a result of delivery of the Services, excluding any tax due on the income of Company.

6. Warranty and Warranty Disclaimer.

A. By Both Parties: The execution, delivery, and performance of this Agreement by each party has been duly approved by it, and no further action is necessary on its part to consummate the transactions contemplated by this Agreement. Further, each Party represents and warrants that it has the authority to enter into and to be bound by this Agreement and that each party shall comply with all applicable federal, state and local laws, statutes, rules, regulations and ordinances in performance hereunder.

B. Company warrants: that it has full and complete authority to provide the Calls, and that by executing this Agreement Company does not breach any other agreement to which Company is a party or is bound.

C. Client shall be required to pay the contracted per call price for any call that is sent to Client and reaches agreed upon billable duration. In the event Client engages in Callback Fraud in connection with the call even if the call does not meet the required time, sales, or other criteria established as part of the IO. The Client will still be required to pay for that call. This shall include, if (a) Client or one of its users, employees, contractors, agents, or representatives tells the caller that they will call such person back or asks for their phone number before the conversion duration has been reached and (b) calls are left on hold even if they are not answered by the Client or one of its users, employees, contractors, agents, or representatives.

C. Client warrants: that its use of the Calls will be in a manner that complies with all laws and regulations and consistent with standard industry practices, that it is authorized to acquire the Calls, and that by executing this Agreement Client does not breach any other agreement to which Client is a party or is bound. Client represents and warrant that (a) all Call Data provided by Company to Client pursuant to this Agreement shall only be used by Client for legal purposes and pursuant to Client's privacy policy, which shall be clearly and conspicuously disclosed to consumers and shall provide adequate notice, disclosure and choices to consumers regarding Client's collection, use and disclosure of consumer information; (b) Client fulfills all commitments it makes to consumers in a timely manner in compliance with all applicable laws, rules and regulations; (c) the price point for Client's product(s) or service(s) is within reasonable fair market value for such product(s) or service(s); (d) Client follows the refund/cancellation policies stated on its website or otherwise communicated to consumers; and (e) Client's customer support practices are reasonable and effective. Any agency or broker executing this Agreement on behalf of its client represents and warrants that it has the authority to bind its client to the terms stated herein and remains jointly and severally liable for all obligations under this Agreement. Nothing contained herein will release Client from any obligation or liability hereunder, and Company may look to Client for performance of all obligations under this Agreement; and Client will maintain appropriate physical, technical and organizational measures to protect all non-public personal information, sales, registration, or data provided by or about a Call against accidental loss or unauthorized access, use, disclosure, alteration, or destruction. Client will notify Company immediately in writing of any security breach regarding such data.

D. WARRANTY DISCLAIMERS: THE SERVICES PROVIDED BY COMPANY, THE USE OF THE SERVICES, AND THE RESULTS OF SUCH USE, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY MAKES NO WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT), GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH HEREIN. COMPANY DOES NOT WARRANT OR GUARANTEE A BALANCED DELIVERY SCHEDULE, ACTION QUALITY, THE LEGALITY OF ANY CAMPAIGN, CREATIVE OR CUSTOM CREATIVE, CAMPAIGN PERFORMANCE, CONVERSION RATES, RESPONSE RATES. ABILITY TO CONVERT ANY CALLS INTO SALES OR ACHIEVEMENT OF ANY OTHER CLIENT BUSINESS GOAL(S). COMPANY WILL MAKE EVERY EFFORT TO MEET SCHEDULED DELIVERY DATES, BUT MAKES NO GUARANTEE AND ACCEPTS NO LIABILITY FOR ITS FAILURE TO MEET SAID DATES. COMPANY MAKES NO WARRANTIES OR GUARANTEES WITH



RESPECT TO THE DELIVERABILITY OR PERFORMANCE OF CALLS TO CLIENT OR ITS DESIGNATED SERVICE PROVIDERS. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR APPLICABLE DELIVERABLES WILL BE ERROR FREE.

7. Indemnification. Each Party agrees to indemnify, defend and hold harmless the other party and its employees, agents, officers, directors, and managers, against any and all third-party allegations, claims, actions, causes of action, lawsuits, inquiries, and investigations, and all resulting damages, liabilities, obligations, costs, and expenses (including without limitation reasonable attorneys' fees, costs related to in-house counsel time, court costs and witness fees) (collectively "Losses") arising out of the indemnifying party's (a) breach of any representation, warranty or obligation contained in this Agreement, (b) violation of any laws or regulations, or (c) negligence or willful misconduct. Without limiting the foregoing, Client acknowledges that it is responsible to indemnify Company and its employees, agents, officers, directors, and managers, against any Losses arising from (i) Client's use of any Calls it receives, (ii) the use of any content Client furnishes or approves for inclusion in advertising or scripts used in generating or conducting Calls, (iii) the execution of any campaign in accordance with instructions from Client, (iv) any dealings Client may have with a person following interaction with that person in a Call, and/or (v) any injury to persons or property or other harm arising from the use of any products or services offered by Client. Each party shall give the other prompt notice of any claim for indemnification, and the indemnifying party shall have the right to control the defense; provided that no settlement affecting the rights of the indemnified party (other than payment of money covered by the indemnifying party) shall be entered into without the consent of the indemnified party, which consent will not be unreasonably withheld. The indemnified party reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the indemnifying party hereunder.

8. Publicity. Neither party will, without the other party's prior written consent, use the name, service marks or trademarks of the other party for any publicity purposes; provided, for avoidance of doubt, Company and its subcontractors shall have the right to use the name, service marks or trademarks of Client as part of any advertising, call center script and/or transfer authorization language, as applicable, during the term of this Agreement and any applicable Request Forms as may be necessary for provision of the contemplated Services.

9. Limitation of Liability and Actions.

A. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR SPECIAL DAMAGES SUCH AS, BY WAY OF EXAMPLE AND NOT LIMITATION, LOST REVENUES OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY'S TOTAL LIABILITY FOR ANY OR ALL LOSSES OR INJURIES FROM ITS ACTS OR OMISSIONS UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NOT EXCEED THE AMOUNT PAID OWED BY CLIENT TO COMPANY UNDER THIS AGREEMENT FOR THE APPLICABLE REQUEST FORM(S). THIS LIMITATION OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY. COMPANY SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY ACTIONS OR INACTIONS OF ITS SUBCONTRACTORS OR MARKETING PARTNERS.

B. Except as provided for elsewhere in this Agreement, in no event shall either party request or bring any action relating to the payment of any monies more than one (1) year after such corresponding the corresponding Services have been rendered.

C. For avoidance of doubt, nothing in this Section 9 limits or affects either party's duty to indemnify the other against third-party claims as expressly set forth in Section 7 above.

10. Confidentiality/Rights in Data.

A. Each party may receive from the other party non-public information that relates to the other party's business, research, development, or trade secrets, including but not limited to the Call data, other data, products, customers, suppliers, affiliates, third party contractors and sub-contractors, mailing lists, and marketing plans ("Confidential Information"). Confidential Information shall also include the terms of this Agreement; including, but not limited to, pricing. Each party agrees to use at least the same degree of care, but not less than reasonable care, to prevent disclosing to other persons the Confidential Information of the other party. Each party further agrees not to disclose or permit any other person or entity access to the other party's Confidential Information, except such disclosure or access shall be permitted to an employee, agent, representative or independent contractor of such party requiring access in order to perform his or her employment or services as they relate to the Call data and any other data or Confidential Information provided herein. A party shall immediately notify the other party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information by any person or entity



other than those authorized by the Agreement. Confidential Information shall not include, information of the other party which (a) the receiving party rightfully possessed before it received such information from the other party; (b) subsequently becomes publicly available through no fault of the receiving party; (c) is subsequently furnished to the receiving party by a third party without restrictions on disclosure; or (d) is required to be disclosed by law, provided that the receiving party will use reasonable efforts to notify the other party prior to disclosure. Upon the expiration or termination of this Agreement, each party shall, upon written request of the other party, return or destroy all Confidential Information of the other party, other than such information which the receiving party is required by law to maintain. In the case of destruction, the receiving party shall certify such destruction to the disclosing party within thirty (30) days following request for such certification. Both parties acknowledge that, if a party breaches (or attempts or threatens to breach) its obligations under this Section, the non-breaching party may suffer irreparable harm. Accordingly, the parties agree that the non-breaching party shall be entitled to seek injunctive relief against the breaching party, its officers or employees and such other rights and remedies to which the non-breaching party may be entitled to at law, in equity or under this Agreement for any violation of this Section.

B. For avoidance of doubt, all personal information about any person who makes a Call delivered to Client pursuant to any Request Form shall be, as between the parties hereto (and any subcontractors of Company) solely the property of Client, and neither Company nor any of its subcontractors will use any such personal information for any purpose other than to deliver the Services to Client as contemplated herein. To the extent Company or any subcontractor(s) may have access to any such personal information, they do so solely as "service providers" within the meaning of the California Consumer Privacy Act, and they shall (a) use appropriate physical, technical and organizational measures to protect such personal information against accidental loss or unauthorized access, use, disclosure, alteration, or destruction, (b) notify Client promptly in writing of any security breach regarding such personal information, and (c) cooperate reasonably with Client in complying with any requests from consumers for disclosure, correction and/or deletion of such personal information. In the case of campaigns involving outbound Calls, subcontractors may use lists of leads which the subcontractors retain the right to use for purposes beyond generating Calls for Client hereunder; Client will be advised of this situation, when applicable, in the Request Form for any such campaigns.

C. This Section **10** shall survive termination and/or expiration of this Agreement.

11. Non-Circumvention. During the term of this Agreement and for a period of two (2) years following Termination of this Agreement for any reason, it is expressly agreed that the identities of any individual or entity and any other third parties (including without limitation suppliers, affiliates, customers, third party contractors and sub-contractors, financial sources, manufacturers and consultants) discussed, introduced, and/or made available by Company to Client constitute Confidential Information, and Client, or any affiliated or associated entity or individual, shall not, without the prior written consent of Company:

a. directly or indirectly contact, initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such employee of company and third party identified or introduced by Company; or

b. seek to by-pass, avoid or circumvent Company from business opportunity by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

12. Relationship of the Parties. Company is serving as an independent contractor to Client under this Agreement. Nothing in this Agreement shall be deemed or construed to create the relationship of partnership or joint venture between the parties. Neither party has any authority to enter into any contract or create any obligation or liability on behalf of or binding upon the other party. Notwithstanding the foregoing, Client acknowledges and agrees that when Company engages third parties to place advertising and generate Calls for potential transfer to Client pursuant to a mutually agreed campaign plan (each a "Lead Provider"), Company will do so as agent on behalf of Client and that Company is liable to Lead Provider for Calls solely to the extent proceeds have cleared from Client to Company for the Calls delivered to and accepted by Client. For sums not yet cleared to Company, Client will be solely liable to the Lead Provider.

13. Title and Proprietary Rights. Notwithstanding the disclosure of any Confidential Information by Channel Edge Media ('Company') to the Client, Channel Edge Media ('Company') shall retain title and all intellectual property and proprietary rights thereto, and the Client will have no rights, by sale, license or otherwise, to use the Confidential Information except as expressly provided herein. The Client shall not challenge Channel Edge Media ('Company')s right, title and interest in the Confidential Information or attempt to register any patent, trademark or copyright rights in the Confidential Information.

14. Notices. Any notice, communication or statement relating to these Terms and Conditions shall be in writing and deemed effective: (i) upon delivery when delivered in person; (ii) upon transmission when delivered by verified facsimile transmission or verified e-mail; or (iii) when delivered by registered or certified mail, postage prepaid, return receipt requested or by nationally-recognized overnight courier service to (a) Publisher at the address provided in the registration, and (b) Company at



2901 W Bluegrass Blvd Ste 200 Lehi, UT, 84043. IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date executed by Company.

15. Assignment and Binding Effect. This Agreement shall be binding upon and shall benefit the parties and their respective successors and permitted assigns. Neither party may assign its rights and obligations under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. Each of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and, to the extent permitted hereunder, their respective heirs, legal representatives, successors and assigns.

16. Amendment or Waiver. No amendment of this Agreement shall be valid unless it is in writing and signed by both parties. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party making the waiver. Any waiver of a breach or observance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach.

17. Force Majeure. Neither party shall be responsible for any failure to perform (except for payment obligations) due to unforeseen circumstances or to causes beyond its control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, earthquakes, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, energy, labor or materials or failures of telecommunications or electrical power supplies. A party whose performance is affected by a force majeure event shall be excused from such performance to the extent required by the force majeure event so long as such party takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed. Both parties shall use all reasonable efforts to overcome or work around the force majeure event as soon as reasonably practicable. A force majeure event may not include the failure to pay monies to the other party.

18. Governing Law; Binding Arbitration. This Agreement will be governed by the laws of the State of Utah without regard to any choice of law principles. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in Salt Lake County, State of Utah. The prevailing party in any dispute between the parties to this Agreement shall be entitled to recover, in addition to any damages, all costs of collection, including reasonable attorneys' fees. Any dispute, claim or controversy (collectively the "Controversy") arising out of or related to this Agreement, the breach hereof, the termination, enforcement, interpretation or validity hereof or any other matter related directly or indirectly to this Agreement shall be settled by binding arbitration in Salt Lake County, State of Utah, in accordance with the rules of The American Arbitration Association ("AAA"). Judgment entered upon the award rendered may be enforced by appropriate judicial action pursuant to Utah law. The arbitration panel shall consist of a single arbitrator agreed to by each party hereto within thirty (30) days following notice by one party that it desires arbitration. If the parties are unable within such thirty (30) day period to agree upon an arbitrator, then the arbitrator shall be selected by the AAA, which arbitrator shall be experienced in the area of limited liability companies and who shall be knowledgeable with respect to the subject matter area of the Controversy. The losing party shall bear any fees and expenses of the arbitrator, other tribunal fees and expenses, reasonable attorneys' fees of both parties, any costs of producing witnesses and any other reasonable costs or expenses incurred by such losing party or the prevailing party. The arbitrator shall render a decision within thirty (30) days following the close of presentation by the parties of their cases and any rebuttal. Judgment on the award may be entered in any court having jurisdiction. The parties shall agree within thirty (30) days following selection of the arbitrator to any prehearing procedures or further procedures necessary for the arbitration to proceed, including interrogatories or other discovery. Arbitration shall proceed solely on an individual basis without the right for any Controversy to be arbitrated on a class action basis or on any basis involving any Controversy brought in a purported representative capacity on behalf of others. By executing this Agreement, each party hereto is agreeing to have all disputes decided by neutral arbitration, is giving up any rights it might possess to have such disputes litigated in a court or jury trial, and is giving up its judicial rights to discovery and appeal. If either party hereto refuses to submit to arbitration after agreeing to this provision, it may be compelled to arbitrate. By executing this Agreement, each party hereto hereby confirms that its agreement to this arbitration provision is voluntary. Notwithstanding the foregoing, any Controversy directly arising out of or related to the nonpayment by Client to Channel Edge Media ('Company') as required under this Agreement shall not be subject to arbitration and any of the foregoing provisions regarding arbitration In the event that any suit, action or other legal proceeding shall be instituted against Client in connection with the Agreement, Client hereby submits to the jurisdiction of the United States District Court sitting in Salt Lake County, State of Utah and any state court sitting in Salt Lake County, State of Utah and further agrees to comply with all the requirements necessary to give such court jurisdiction

19. Attorneys' Fees. In the event of any action at law or equity to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs and collection costs in addition to any other relief to which such party may be entitled.



20. Insurance. Client represents and warrants that it shall maintain, at its own expense, during the term of this Agreement, commercial general liability insurance and such other insurance as is customary and commercially reasonable for businesses engaged in similar activities, with coverage limits sufficient to support its obligations hereunder.

Audit Rights. Company shall have the right, upon reasonable prior written notice and during regular business hours, to audit and inspect Client's books, records, systems, and practices as reasonably necessary to confirm compliance with applicable laws and the terms of this Agreement, including without limitation compliance with data security and privacy obligations.

21. Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

22. Survival. All provisions of this Agreement, which by their nature are intended to survive expiration or termination, shall survive any expiration or termination of this Agreement.

23. Severability. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall be construed as if such invalid or unenforceable provision had never been a part of this Agreement but in a manner so as to carry out as nearly as possible the parties' original intent.

24. Complete Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No promises or representations in connection herewith shall be binding upon either party, nor shall this Agreement be modified in any manner except by amendment in writing executed by the parties hereto expressly mentioning the section(s) of this Agreement being modified. Without limiting the foregoing, this Agreement supersedes any conflicting terms in any purchase order, master services agreement, or other arrangement (including electronic agreements) between the parties, all of which are hereby expressly rejected. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

