

BETWEEN: The person and/or entity engaging in purchase of Services through Lumotiv.com ("Client") and J2A Investment Company, LLC dba Lumotiv, the provider of service ("Provider"), collectively referred to as the "Parties".

SERVICE: Provider agrees to execute Service in an effort to deliver outputs listed in "The List" section of the lumotiv.com/buy-a-block landing page. Provider shall: 1) Execute work according to the best understanding of the expectations of the Client. 2) Keep track of time invested and report on that time in reasonable reporting increments. 3) Undertake the Service with professional skill, care and diligence, in a timely manner. 4) Advise and assist Client with respect to all aspects of the Service and comply with the reasonable requests of Client with respect to the performance of the Service. 5) Keep Client informed of the progress of the Service on a regular basis as compared with Client expectations. 6) Provide Service in accordance with all applicable laws and regulations and Provider shall promptly inform Client of any breaches thereof. 7) Start date: date of Client signature. 8) Term: this Agreement shall continue until the deliverables of the Service are completed. 9) Process: Provider uses proprietary methodology for creative development and project management. Please reference your proposal and or contact your representative for details, 10) Execution: The Provider commits to meet deadlines. When requesting a work task to be completed, Client agrees to request a corresponding deadline. Should the Provider foresee difficulty in meeting a deadline, the Provider will make reasonable efforts to communicate the barriers and work to find a mutually agreed solution to the challenge. 11) Site: The Provider shall provide the Service virtually and/or @ Client locations. Location is at the discretion of Provider with input from Client. Client has the right to exclude its locations or Client-related locations, but not require site-specific attendance for completing work.

PRICE AND PAYMENT: Pricing is published in association with the Service selected by Client at Lumotiv.com. If a subscription plan, payment will be automatically drawn from Client's selected funding source in accordance with the published Service term (i.e. monthly or quarterly). Client agrees to this auto-payment subject to the Termination provision outlined later in this agreement. If Client chooses an Invoice option, the Provider shall invoice the Client for the Service within 48 the request. The Client shall pay invoices on or before the due date. The method of payment of the price by the Client to the Provider shall be via secure online transaction such as credit/debit card, ACH, wire transfer or check. Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Service by the Provider to the Client under this Agreement and such shall be payable by the Client to the Provider in addition to all other charges payable hereunder. There are no refunds for paid Service.

INTELLECTUAL PROPERTY RIGHTS: All designs, creations, inventions, and other deliverables provided to Client as part of the Service delivered under this Agreement shall be the sole property of Client and, to the maximum extent permitted by law, considered works made for hire, as defined by U.S. copyright law. In the event it should be established that any deliverable is not deemed a work made for hire for any reason, Provider agrees to and hereby does assign to Client all rights, title and interest in such deliverables including all copyrights, patents, trademarks, and other proprietary rights. Subject to the confidentiality provisions of this agreement, nothing in this agreement or any attachment will impair Provider's right to perform the same or similar Service for any third party as the Service or produce similar work product as that produced under this agreement or any attachment.

WARRANTY: The Provider represents and warrants that it will perform the Service with reasonable care and skill; and the Service and the materials provided by the Provider to the Client under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

LIMITATION OF LIABILITY, INDEMNIFICATION: Neither party's liability in connection with this agreement will include any indirect or consequential damages (including lost profits), whether in contract, tort (including negligence), warranty or otherwise, even if that party has been advised of the possibility of such damages, and neither party's liability for direct damages in connection with this agreement will exceed the total fees paid by client under the agreement. This paragraph will not apply to either party's indemnification obligations hereunder. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold the other (the "Indemnified Party") harmless against any third-party claim (including, but not limited to, claims of governmental agencies) arising from the alleged acts or omissions of the Indemnifying Party or its employees, agents or subcontractors in connection with Service to be performed pursuant to this Agreement. The Indemnified Party agrees to notify the Indemnifying Party promptly in writing of any such claim or suit; and gives the Indemnifying Party control of the defense and/or settlement of any such action. The Indemnifying Party agrees that it shall not enter into any settlement agreement requiring any action or admission by the Indemnified Party without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld. The Indemnified Party shall have the right to hire its own counsel solely for the purpose of monitoring any such action, at the Indemnified Party's own expense. The Indemnifying Party shall not be liable for any costs or expenses incurred by the Indemnified Party without the Indemnifying Party's prior written authorization. This section shall survive termination of this Agreement. The liability limitations set forth in this Agreement shall not apply to these indemnification obligations.

TERM AND TERMINATION: The term of this Agreement is 12 months. For Service subscription plans, the term renews annually, perpetually. For Service fixed projects, the term ends when the deliverables are met or no later than 12 months from purchase date. Either party may terminate this Agreement with or without cause via email. Termination takes effect 30 days after date of email notification. If Client is on a subscription plan and terminates at any time within a service period, the next payment will be the final payment. If Client is on a fixed price project, any unused credit will be credited back to Client less a \$250 termination fee. If the unused credit amount is less than \$250, then that amount will be the termination fee.

RELATIONSHIP OF THE PARTIES: The Parties acknowledge and agree that the Service performed by the Provider, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties. If there is an active attachment under this agreement and for 12 months thereafter, neither party will, directly or indirectly, solicit for employment or engagement as a contractor or employ or engage as a contractor, any person who is or was an employee or contractor of the other party during the prior six months and with whom the party otherwise seeking to engage such person had substantive contact as a result of the provision or receipt of the Service; provided that this provision will not prohibit a Party from hiring any person responding to a general solicitation as long as such solicitation was not intended to circumvent this provision.

CONFIDENTIALITY: Each Party hereby undertakes and agrees to retain in confidence the Confidential Information received under this Agreement and to use or disclose such information only in a manner as is reasonable and necessary to perform the deliverables, and to require its employees, consultants, professional representatives, and agents, if applicable, to adhere to the same requirements. Furthermore, the receiving Party will use all of the same measures and actions to protect the Confidential Information of the disclosing Party that it uses to protect its own, but in no event will the receiving Party employ less than reasonable efforts. The obligations and protections contained in this Agreement shall be deemed effective contemporaneously with the initial disclosure to the receiving Party of Confidential Information, whether prior to or subsequent to the Effective Date of this Agreement. Neither Party shall, without the prior written consent of the other, make any public statement regarding the Discussions or the relationship between the Parties, except as may be reasonably necessary to comply with the requirements of any law, governmental order, or regulation. All Confidential Information disclosed hereunder shall remain the property of the disclosing Party. All right, title and interest in and to the Confidential Information shall remain the property of the disclosing Party. Neither this Agreement nor the disclosure of Confidential Information hereunder shall be construed as granting any right or license respecting any Confidential Information except for the specific rights expressly granted under this Agreement. Each Party agrees that, in performing hereunder, it will not disclose any third party's confidential information to the receiving Party when doing so would breach an obligation of confidentiality to any third party, and each Party agrees to indemnify the other for a breach of this paragraph. The following information shall not be considered "Confidential Information" for purposes of this Agreement: Information that (a) was rightfully known, without an obligation of confidentiality, by the receiving Party prior to receipt from the disclosing Party; (b) is or becomes part of the public domain without fault of the receiving Party; (c) is obtained by the receiving Party in good faith from a third party having the right to disclose it; or (d) is independently developed by the receiving Party without use of the information governed by this Agreement.

NOTICES: Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by email or tracked mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party.

MISCELLANEOUS: The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable, neither the validity or enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other. This provision of the agreement shall survive any termination or expiration. This Agreement shall be governed by the laws of the State of Texas.

AGREEMENT ACKNOWLEDGMENT: By executing payment or initiating an invoice, Client agrees to these terms and conditions.