

## **Marketing Franchise Revenue Share Partner Agreement**

Last Modified: November 15, 2021

### **PLEASE READ THIS MARKETING FRANCHISE PARTNERSHIP AGREEMENT CAREFULLY.**

This is a contract between you (the “Franchise”) and us (“**Adaptive Marketing Group, LLC**”). It describes how we will work together and other aspects of our business relationship. It is a legal document so some of the language is necessarily “legalese” but we have tried to make it as readable as possible.

The Marketing Franchise Partnership Agreement applies to your participation in our Marketing Franchise Partnership (the “Franchise Partnership”). These terms are so important that we cannot have you participate in our Franchise Partnership unless you agree to them.

We periodically update these terms. We might also choose to replace these terms in their entirety if, for example, the Franchise Partnership changes, ends, or becomes part of an existing Partnership, including our partner Partnerships. If we update or replace the terms we or the Franchise Tool will let you know via electronic means, which may include an in-app notification or by email. If you don’t agree to the update or replacement, you can choose to terminate as we describe below.

### **Definitions**

“Adaptive Marketing Group, LLC Franchise” means a company owned, operated or controlled by Adaptive Marketing Group, LLC.

“Marketing Franchise Partnership” means our marketing Franchise Partnership as described in this Agreement.

“Franchise Lead” means a customer prospect who clicks on the Franchise Link that we have made available to you via the Franchise Tool.

“Franchise Link” means the unique tracking link you place on your site or promote through other channels.

“Franchise Policies” means the policies applicable to Franchises which we may make available to you from time to time.

“Franchise Tool” means the tool that we make available to you upon your acceptance into the Franchise Partnership and for you to use in order to participate in the Franchise Partnership.

"Agreement" means this Marketing Franchise Partnership Agreement and all materials referred or linked to in here.

“Revenue share” means an amount described in the Franchise Tool (or if applicable, in the Partnership Policies) for each Customer Transaction.

“Customer” means the authorized actual user of the Adaptive Marketing Group, LLC Products who has purchased or signed up for the Adaptive Marketing Group, LLC products after being an Franchise Lead.

“Customer Transactions” means those transactions by Franchise Leads that are eligible for Revenue share pursuant to the ‘Customer Transactions’ section of this Agreement. Customer Transactions may include customer purchases or customer signups, as further described in the Franchise Tool.

"Customer Data" means all information that Customer submits or collects via the Adaptive Marketing Group, LLC Products and all materials that Customer provides or posts, uploads, inputs or submits for public display through the Adaptive Marketing Group, LLC Products.

"Adaptive Marketing Group, LLC Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into our services.

“Adaptive Marketing Group, LLC Products” means both the Subscription Service and Other Products.

“Partnership Policies Page” means the landing page:

<https://www.adaptivesolutionsonline.com/franchise-revenue-share> where we will provide all the up to date guidelines and policies for the Franchise Partnership.

“Other Products” means those products and services that we offer, which are not included in the Subscription Service (as detailed below); and, for the purposes of this Agreement, Other Products include all of our marketing software, legacy sales and marketing products, and any implementation, customization, training, consulting, additional support or other professional services, or fees for third-party products or services.

“Subscription Service” means our web-based sales software that is subscribed to, and developed, operated, and maintained by us, accessible via <https://www.adaptivesolutiononline.com/> or another designated URL, and add-on products to our sales software. For the purposes of this Agreement, the Subscription Service does not include our legacy sales products, any implementation, customization, training, consulting, additional support or other professional services, or fees for third-party products or services.

"We", "us", "our", and "Adaptive Marketing Group, LLC" means Adaptive Marketing Group, LLC, Inc.

“You” and “Franchise” means the party, other than Adaptive Marketing Group, LLC, entering into this Agreement and participating in the Franchise Partnership.

### **Non-Exclusivity**

This Agreement does not create an exclusive agreement between you and us. Both you and we will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

### **Franchise Acceptance**

Once you complete an application to become an Franchise, we will review your application and notify you whether you have been accepted to participate in the Franchise Partnership, or not. Before we accept an application, we may want to review your application with you, so we may reach out to you for more information. We may require that you complete certain requirements or certification(s) before we accept your application. If we do not notify you that you are accepted to participate in the Franchise Partnership within thirty (30) days from your application, your application is considered to be rejected.

If you are accepted to participate in the Franchise Partnership, then upon notification of acceptance, the terms and conditions of this Agreement shall apply in full force and effect, until terminated, pursuant to the terms set forth below. Further, you will need to complete any enrollment criteria set out in the Partnership Policies Page, if applicable. Failure to complete any enrollment criteria within thirty (30) days of your acceptance will result in the immediate termination of this Agreement and you will no longer be able to participate in the Franchise Partnership.

Your acceptance and participation in the Franchise Partnership does not mean that you will be accepted into any of our other Adaptive Marketing Group, LLC Partner Partnerships or affiliate programs. In order to participate in these Franchise Partnership, you will need to apply in accordance with the relevant application procedure.

You will comply with the terms and conditions of this Agreement at all times, including any applicable Partnership Policies.

You will assume marketing, design, sales and implementation of sites assigned, sold or initiate to or on behalf of you or Adaptive Marketing Group, LLC.

#### **Marketing and advertising-**

Franchisee assumes costs.

#### **Customer Transactions**

Franchise Partnership Limits. Each accepted Franchise Lead will expire according to the information provided in the Franchise Tool (or if applicable, in the Partnership Policies) from the date the Franchise Lead clicked on the Franchise Link that was made available by you. We will pay you Revenue share as described in the Franchise Tool (or if applicable, in the Partnership Policies) for each new Customer who completes an applicable Customer Transaction after clicking on an Franchise Lead made available by you, provided that you remain eligible to receive Revenue share pursuant to the terms of this Agreement. The start of the Customer's subscription is determined by the date of the first purchase or sign up (as applicable) of the Subscription Service by the Customer and you will receive a Revenue share payment for that Customer Transaction only, regardless of any additional purchases made by that customer during their Subscription Service. For example, if the initial Customer Transaction is for one user of Sales Hub Professional, and there is a subsequent purchase by that same customer for an additional user of Sales Hub Professional for the same subscription, Franchise will receive Revenue share for the initial user purchase only. The Franchise will not be entitled to receive Revenue share on any additional purchases of Adaptive Marketing Group, LLC Products by that same Customer.

Eligibility. To be eligible for Revenue share (i) an Franchise Lead must be accepted and valid in accordance with the 'Acceptance and Validity' section, (ii) a Customer Transaction must have occurred, (iii) a Customer must remain a customer during the locking period in the Franchise Tool (or if applicable, in the Partnership Policies). You are not eligible to receive Revenue share or any other compensation from us based on transactions for Other Products or if: (i) such compensation is disallowed or limited by federal, state or local law or regulation in the United States or the laws or regulations of your jurisdiction; (ii) the

applicable Customer objects to or prohibits such compensation or excludes such compensation from its payments to us or Adaptive Marketing Group, LLC Franchises; (iii) the Customer has paid or will pay such revenue share, referral fees, or other compensation directly to you, (iv) the Revenue share payment has been obtained by fraudulent means, misuse of the Franchise Link, in violation of any Franchise Partnership Policies that we make available to you, misuse of the Franchise Tool or by any other means that we deem to breach the spirit of the Marketing Franchise Partnership, or (v) the Customer participates in any of our partner Partnerships, including our Agency Partner Partnership, Sales Referral Partner Partnership or Sales Solutions Partner Partnership and is eligible to receive revenue share in relation to the Customer Transaction under any of these Partnerships. If at any point you are eligible to receive a revenue share payment or revenue share under another Partnership at Adaptive Marketing Group, LLC, that payment amount will not change based on your participation in the Franchise Partnership. For example, you will not be able to receive the Revenue share set out in this Agreement on any Partner Transaction that was completed whilst participating as a partner in the Solutions Partner Partnership (as defined in the Adaptive Marketing Group Partner Partnership Agreement). In competitive situations with other Franchises, we may elect to provide the Revenue share to the Franchise that we deem to be the most eligible for Revenue share, at our discretion. We may discontinue Revenue share payments should any of the eligibility criteria set forth in this subsection fail to be met at any time.

**Acceptance and Validity.** You will only be eligible for a Revenue share payment for any Customer Transactions that derived from Franchise Leads generated by the Franchise Link that we make available to you and are accepted by Adaptive Marketing Group, LLC. An Franchise Lead will be considered valid and accepted if, in our reasonable determination: (i) it is a new potential customer of ours, and (ii) is not, at the time of submission or sixty (60) days prior, one of our pre-existing customers, or involved in our active sales process. Notwithstanding the foregoing, we may choose not to accept an Franchise Lead in our reasonable discretion. If an Franchise Lead does not purchase the Subscription Service within the time period described on the Franchise Tool (or if applicable, in the Partnership Policies) of their first click on the Franchise Link, you will not be eligible for a Revenue share payment, even if the Franchise Lead decides to purchase after the time period has expired. An Franchise Lead is not considered valid if it's first click on the Franchise Link is after this Agreement has expired or terminated. **Engagement with Prospects.** Once we have received the Franchise Lead information, we may elect to engage with the prospect directly, regardless of whether or not the Franchise Lead is valid. If an Franchise Lead is not valid then we may choose to maintain it in our database and we may choose to engage with such Franchise Lead. Any engagement between Adaptive Marketing Group, LLC and an Franchise Lead will be at Adaptive Marketing Group, LLC's discretion.

**Revenue share and Payment.** In order to receive payment under this Agreement, you must have: (i) agreed to the terms of this Agreement (generally completed through the Franchise Tool); (ii) completed all steps necessary to create your account in the Franchise Tool in accordance with our directions, (iii) have a valid and up-to-date payment method in the Franchise Tool with such account (iv) completed any and all required tax documentation in order for the Franchise Tool to process any payments that may be owed to you.

**Requirements for Payment; Forfeiture.** Notwithstanding the foregoing or anything to the contrary in this Agreement, if any of the requirements set forth in section 4(a)(i-iv) remain outstanding for six (6) months immediately following the close of a Customer Transaction, then your right to receive Revenue share arising from any and all Customer Transactions with the associated Customer will be forever forfeited

(each, a “Forfeited Transaction”). We will have no obligation to pay you Revenue share associated with a Forfeited Transaction. Once you comply with all of the requirements in section 5(a)(i-iv), then you will be eligible to receive Revenue share on Customer Transactions, as long as these Customer Transactions do not involve the same Customer associated with a Forfeited Transaction.

**Revenue share Payment.** We or the Franchise Tool will determine the currency in which we pay the Revenue share, as well as the applicable conversion rate. We will not pay more than one Revenue share payment or other similar referral fee on any given Customer Transaction (unless we choose to in our discretion). Taxes. You are responsible for payment of all taxes and fees (including bank fees) applicable to the Revenue share. All amounts payable by us to you are subject to offset by us against any amounts owed by you to us. Revenue share Amounts. We reserve the right to alter or change the Revenue share amount as per the Franchise Tool.

**Revenue Share Schedule: Exhibit 1**

**Tier I = 40%**

**Tier II = 60%**

**Tier III = 80%**

**Tier IV = 90%**

Franchise Partners Revenue Share (Hypo)									
	Bronze			Silver			Gold		
	\$ 389.00	Revenue Share	Agency Revenue	\$ 425.00	Revenue Share	Agency Revenue	\$ 599.00	Revenue Share	Agency Revenue
Tier I	4	40%	\$ 622.40	4	40%	\$ 680.00	4	40%	\$ 958.40
Tier II	10	60%	\$ 2,334.00	10	60%	\$ 2,550.00	10	60%	\$ 2,396.00
Tier III	15	80%	\$ 4,668.00	15	80%	\$ 5,100.00	15	80%	\$ 7,188.00
Tier IV	25	90%	\$ 5,251.50	25	90%	\$ 9,562.50	25	90%	\$ 13,477.50

**Training and Support**

We may make available to you, without charge, various webinars and other resources made available as part of our Franchise Partnership. If we make such resources available to you, you will encourage your sales representatives and/or other relevant personnel to participate in training and/or other certifications as we recommend and may make available to you from time-to-time. We may change or discontinue any or all parts of the Franchise Partnership benefits or offerings at any time without notice.

**Trademarks**

You grant to us a nonexclusive, nontransferable, royalty-free right to use and display your trademarks, service marks and logos (“Franchise Marks”) in connection with the Franchise Partnership and this Agreement.

During the term of this Agreement, in the event that we make our trademark available to you within the Franchise Tool, you may use our trademark as long as you follow the usage requirements in this section. You must: (i) only use the images of our trademark that we make available to you, without altering them in any way; (ii) only use our trademarks in connection with the Franchise Partnership and this Agreement; (iii) comply with our style guide and Trademark Usage Guidelines; and (iv) immediately comply if we request that you discontinue use. You must not: (i) use our trademark in a misleading or disparaging way; (ii) use our trademark in a way that implies we endorse, sponsor or approve of your services or products; or (iii) use our trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

## **Proprietary Rights**

Adaptive Marketing Group, LLC's Proprietary Rights. No license to any software is granted by this Agreement. The Adaptive Marketing Group, LLC Products are protected by intellectual property laws. The Adaptive Marketing Group, LLC Products belong to and are the property of us or our licensors (if any). We retain all ownership rights in the Adaptive Marketing Group, LLC Products. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Adaptive Marketing Group, LLC Content, or the Adaptive Marketing Group, LLC Products in whole or in part, by any means, except as expressly authorized in writing by us. If you wish to use Adaptive Marketing Group, LLC Content, you must comply with our Content Usage Guidelines here. Adaptive Marketing Group, LLC, the Sprocket Design, the Adaptive Marketing Group, LLC logos, and other marks that we use from time to time are our trademarks and you may not use them without our prior written permission, except as otherwise set forth in this Agreement.

We encourage all customers, Franchises and partners to comment on the **Adaptive Marketing Group, LLC** Products, provide suggestions for improving them, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Adaptive Marketing Group, LLC Products, without payment to you.

**Customer's Proprietary Rights.** As between you and Customer, Customer retains the right to access and use the Customer portal associated with the Adaptive Marketing Group, LLC Products. For the avoidance of doubt, Customer will own and retain all rights to the Customer Data.

## **Confidentiality**

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), (i) whether orally or in writing, that is designated as confidential, and (ii) Adaptive Marketing Group, LLC customer and prospect information, whether or not otherwise designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party or (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall: (i) protect

the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party, and (iv) limit access to Confidential Information of the Disclosing Party to its employees, contractors and agents. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

### **Opt Out and Unsubscribing**

You will comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests. For the duration of this Agreement, you will establish and maintain systems and procedures appropriate to effectuate all opt out, unsubscribe, "do not call" and "do not send" requests.

### **Term and Termination**

**Term.** This Agreement will apply for as long as you participate in the Franchise Partnership, until terminated.

**Termination Without Cause.** Both you and we may terminate this Agreement on fifteen (15) days written notice to the other party.

**Termination for Agreement Changes.** If we update or replace the terms of this Agreement, you may terminate this Agreement on five (5) days written notice to us, provided that you send us written notice within ten (10) days after we send you notice of the change.

**Termination for Cause.** We may terminate this Agreement: (i) upon thirty (30) days' notice to you of a material breach if such breach remains uncured at the expiration of such period, (ii) upon fifteen (15) days notice to you of non-payment of any amount due to us if such amount remains unpaid at the expiration of such period, (iii) immediately, if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (iv) immediately, if you breach the terms applicable to your subscription with us (if you have one), including if you default on your payment obligations to us or our Franchise, or (v) immediately, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

**Effects of Expiration/Termination.** Expiration of this Agreement, and termination of this Agreement: (i) without cause by us,(ii) by you with cause, (iii) by you according to the 'Termination for Agreement Changes' section, shall not affect our obligation to pay you a Revenue share, so long as the related payment by the Customer Transaction is recognized by us within thirty (30) days after the date of such termination or expiration and provided that in no event shall you be entitled to payment of Revenue share under this Agreement if you are eligible to receive a revenue share payment under the Solutions Partner



Partnership Agreement. We will not pay you fees on Customer Transactions recognized by us after thirty (30) days after the date of such termination or expiration set out above. Provided however, in the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Revenue share will terminate upon the date of such termination, regardless of whether you would have otherwise been eligible to receive Revenue share prior to the date of termination. Except as expressly set forth in this section, you are not eligible to receive a Revenue share payment after expiration or termination of this Agreement. Upon termination or expiration, you will discontinue all use of and delete the Franchise Tool that we make available to you for your participation in the Franchise Partnership. Upon termination or expiration, a Franchise Lead is not considered valid, and we may choose to maintain it in our database and engage with such a prospect.

Upon termination or expiration, you will immediately discontinue all use of our trademark and references to this Franchise Partnership from your website(s) and other collateral. For the avoidance of doubt, termination or expiration of this Agreement shall not cause a Customer's subscription agreement to be terminated.

### **Franchise Representations and Warranties**

You represent and warrant that: (i) you have all sufficient rights and permissions to participate in the Franchise Partnership and to provision Adaptive Marketing Group, LLC with Franchise Lead's for our use in sales and marketing efforts or as otherwise set forth in this Agreement, (ii) your participation in this Franchise Partnership will not conflict with any of your existing agreements or arrangements; and (iii) you own or have sufficient rights to use and to grant to us our right to use the Franchise Marks.

You further represent and warrant that: (i) you will ensure that you are compliant with any trade or regulatory requirements that may apply to your participation in the Franchise Partnership (for example, by clearly stating you are a Adaptive Marketing Group, LLC Franchise on any website(s) you own where you make an Franchise Link available); (ii) you will accurately provide in the Franchise Tool all websites and domains you own where you intend to use Franchise Links to generate Franchise Leads; (iii) you will not purchase ads that direct to your site(s) or through an Franchise Link that could be considered as competing with Adaptive Marketing Group, LLC's own advertising, including, but not limited to, our branded keywords; (iv) you will not participate in cookie stuffing or pop-ups, false or misleading links are strictly prohibited; (v) you will not attempt to mask the referring URL information; (vi) you will not use your own Franchise Link to purchase Adaptive Marketing Group, LLC products for yourself; and (vii) you will not use any mechanisms to deliver leads other than through an intended consumer. This includes sourcing leads through compilations of personal data such as phonebooks, using fake redirects or other tools or automation devices to generate leads (including but not limited to robots, Iframes, or hidden frames), or offering incentives to encourage purchases or signups.

### **Indemnification**

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and Franchises) by a third party not Franchised with us to the extent that such Action is based upon or arises out of (a) your participation in the Franchise Partnership, (b) our use of the prospect data you provided us, (c) your noncompliance with or breach of this Agreement, (d) your use of the Franchise Tool, or (e) our use of the Franchise Marks. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

### **Disclaimers; Limitations of Liability**

**Disclaimer of Warranties.** WE AND OUR FRANCHISED COMPANIES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE ADAPTIVE MARKETING GROUP, LLC PRODUCTS, ADAPTIVE MARKETING GROUP, LLC CONTENT, THE FRANCHISE PARTNERSHIP OR THE FRANCHISE TOOL FOR ANY PURPOSE. APPLICATION PARTNERSHIP/ MARKETING INTERFACES (APIS) AND THE FRANCHISE TOOL MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE ADAPTIVE MARKETING GROUP, LLC PRODUCTS AND FRANCHISE TOOL ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE ADAPTIVE MARKETING GROUP, LLC PRODUCTS AND THE FRANCHISE TOOL INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

**No Indirect Damages.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

**Limitation of Liability.** IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, THE PARTIES AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO THE TOTAL REVENUE SHARE AMOUNTS YOU HAVE ACTUALLY EARNED FOR THE RELATED CUSTOMER TRANSACTIONS IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

**Franchise Tool.** WE DISCLAIM ALL LIABILITY WITH RESPECT TO THE FRANCHISE TOOL THAT YOU USE. WE DO NOT PROMISE TO MAKE THE FRANCHISE TOOL AVAILABLE TO YOU, AND WE MAY CHOOSE TO DO SO, OR NOT TO DO SO, IN OUR DISCRETION.

**Cookie Duration.** COOKIES USED AS PART OF THE FRANCHISE TOOL HAVE A SET DURATION. IF A POTENTIAL CUSTOMER CLEARS THEIR COOKIES DURING THIS PERIOD, ADAPTIVE MARKETING GROUP, LLC SHALL NOT BE LIABLE FOR ANY REVENUE SHARE THAT MAY HAVE BEEN OWED TO YOU.

## General

Amendment; No Waiver. We may update and change any part or all of this Agreement, including by replacing it in its entirety. If we update or change this Agreement, the updated Agreement will be made available to you via the Franchise Tool and/or by email. The updated Agreement will become effective and binding on the next business day after we or the Franchise Tool have notified you. When we change this Agreement, the "Last Modified" date above will be updated to reflect the date of the most recent version at <https://adaptivesolutionsonline.com/marketing-Franchise-Partnership-agreement>. We encourage you to review this Agreement periodically. If you don't agree to the update, change or replacement, you can choose to terminate as we describe above. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

**Applicable Law.** This Agreement shall be governed by the laws of the State of Florida, without regard to the conflict of laws provisions thereof. In the event either of us initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in Brevard County, Florida.

**Force Majeure.** Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

**Actions Permitted.** Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

**Relationship of the Parties.** Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.

**Compliance with Applicable Laws.** You shall comply, and shall ensure that any third parties performing sales or referral activities on your behalf comply, with all applicable foreign and domestic laws (including without limitation export laws and laws applicable to sending of unsolicited email), governmental regulations, ordinances, and judicial administrative orders. You shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to us, our customers, or to the public. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Adaptive Marketing Group, LLC Products. You will comply with the sanctions Partnerships administered by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. You will not directly or indirectly export, re-export, or transfer **the Adaptive Marketing Group, LLC Products** to prohibited countries or individuals or permit use of the **Adaptive Marketing Group, LLC Products** by prohibited countries or individuals.

**Severability.** If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

**Notices.** Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party), and will be deemed delivered as of the date of actual receipt.

**To Adaptive Marketing Group, LLC, Inc.: Adaptive Marketing Group, LLC, Inc., 898 Glendale Ave. Palm Bay, FL 32907**

To you: your address as provided in our Franchise account information for you.

We may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you.

**Entire Agreement.** This Agreement is the entire agreement between us for the Franchise Partnership and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Adaptive Marketing Group, LLC Products or dependent on any oral or written public comments made by us regarding future functionality or features of the Adaptive Marketing Group, LLC Products. It is the express wish of both you and us that this Agreement and all related documents be drawn up in English. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

**Assignment.** You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent. We may assign this Agreement to any Franchise or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

**No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**Partnership Policies Page.** We may change the Partnership Policies from time to time. Your participation in the Franchise Partnership is subject to the Partnership Policies, which are incorporated herein by reference

**No Licenses.** We grant to you only the rights and licenses expressly stated in this Agreement, and you receive no other rights or licenses with respect to us, the Adaptive Marketing Group, LLC Products, our trademarks, or any other property or right of ours.

**Sales by Adaptive Marketing Group, LLC.** This Agreement shall in no way limit our right to sell the Adaptive Marketing Group, LLC Products, directly or indirectly, to any current or prospective customers.

**Authority.** Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

**Survival.** The following sections shall survive the expiration or termination of this Agreement: 'Revenue share and Payment', 'Proprietary Rights', 'Confidentiality', 'Effects of Termination/Expiration', 'Indemnification', 'Disclaimers; Limitation of Liability', 'Non-Solicitation' and 'General'.

## **Exhibit A**

### **Adaptive Marketing Group, LLC – GDPR Data Processing Addendum (Franchises)**

This Data Processing Addendum ("Addendum") sets out the terms that apply as between Adaptive Marketing Group, LLC and Marketing Franchise when processing EEA personal data in connection with the Marketing Franchise Partnership. This Addendum forms part of the Marketing Franchise Partnership Agreement. Capitalized terms used in this Addendum shall have the meanings given to them in the Marketing Franchise Partnership Agreement (the "Agreement") unless otherwise defined in this Addendum.

**Definitions:** (a) "controller," "processor," "data subject," and "processing" (and "process") shall have the meanings given to them in Applicable Data Protection Law; (b) "Applicable Data Protection Law" means any and all applicable privacy and data protection laws and regulations applicable to the Personal Data in question, including, where applicable, EU Data Protection Law (in each case, as may be amended, superseded or replaced from time to time); (c) "EU Data Protection Law" means: (i) the EU General Data Protection Regulation (Regulation 2016/679) ("GDPR"); and (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iii) any national data protection laws made under or pursuant to clause (i) or (ii); and (d) "Personal Data" means any information relating to an identified or identifiable natural person to the extent that such information is protected as personal data under Applicable Data Protection Law.

**Purposes of processing.** The parties acknowledge that in connection with the Marketing Franchise Partnership, each party may provide or make available to the other party Personal Data. Each party shall process such data: (i) for the purposes described the Agreement; and/or (ii) as may otherwise be permitted under Applicable Data Protection Law.

**Relationship of the parties.** Each party will process the copy of the Personal Data in its possession or control as an independent controller (not as a joint controller with the other party). For the avoidance of doubt and without prejudice to the foregoing, Adaptive Marketing Group, LLC shall be an independent controller of any Personal Data that it receives or shares with Franchise in connection with the Marketing Franchise Partnership.

**Compliance with law.** Each party shall separately comply with its obligations under Applicable Data Protection Law and this Addendum when processing Personal Data. Neither party shall be responsible for the other party's compliance with Applicable Data Protection Law. In particular, each party shall be individually responsible for ensuring that its processing of the Personal Data is lawful, fair and transparent, and shall make available to data subjects a privacy statement that fulfils the requirements of Applicable Data Protection Law.

**Security.** Each party shall implement and maintain all appropriate technical and organizational measures to protect any copies of the Personal Data in their possession or control from (i) accidental or unlawful destruction, and (ii) loss, alteration, or unauthorized disclosure or access (a "Security Incident") and to preserve the security and confidentiality of such Personal Data. Each party shall notify the other party without undue delay on becoming aware of any breach of EU Data Protection Law/Applicable Data Protection Law.