

CLIENT SERVICES AGREEMENT

This CLIENT SERVICES AGREEMENT (the “CSA”) is entered into as of the signature date (the “Effective Date”), by and between FadiLaw Marketing, LLC DBA Best Case Leads DBA Real Performance Marketing, a Texas limited liability company, and its applicable affiliates and subsidiaries (“FadiLaw”), having its principal place of business at 12243 Queenston Blvd., Suite I, Houston, TX 77095, and _____ (“Client”), having its principle place of business at _____.

Client and FADILAW may be referred to individually as a “Party” and collectively as the “Parties.” Together, this CSA, with any applicable Insertion Order/s/ (or IO/s/) (defined above), constitute the “Agreement.”

RECITALS

WHEREAS Client desires to retain the services of FADILAW, and FADILAW desires to provide certain services for Client, on the terms and conditions set forth in this Agreement; and

WHEREAS FADILAW is a provider of certain lead generation, consumer contact, and online marketing services as set forth in this Agreement or an applicable IO (defined below) and Client seeks to engage FADILAW and make use of FADILAW Services, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

- a. “Insertion Order” or “IO” means those certain separate or attached written document(s) titled Insertion Order, entered, and executed by both parties hereto and which incorporates this CSA by reference. IOs shall set forth the specific Services (defined below) to be provided and may set forth additional terms such as the deliverables, scope, duration, responsibilities, fees, payment terms, and other details applicable to such Services (defined below).
- b. “Client Data” means all information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client, including but not limited to scripts, creative materials, display graphics, slogans, claims, trademarks or other intellectual property, infographics, or other such advertisements to FADILAW for purposes contemplated by this Agreement and any applicable Insertion Order.
- c. “Deliverables” means ultimate result of the Services (defined below) made available by FADILAW to Client under the terms of this Agreement potentially including, but not limited to, analytics, creatives, or other such materials including but not limited to specific instances of reports, documents and data generated through the provision of Services.

- d. “FADILAW Systems” means the certain software, data, databases, exchanges, security access or other materials, technologies, or services FADILAW provides to Client for the sole purpose of assisting Client to participate in the program, Hosted Services and/or the Services.
- e. “Fees” means the fees, costs, expenses, and other compensation for the Services (defined below), as described herein, and/or set forth in the IO(s).
- f. “Intellectual Property” means any patent, patent application, patentable subject matter, copyright, copyrightable subject matter, moral right, trade name, trademark, service mark, trade secret, copyright, and any applications or right to apply for registration therefore, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right, in any media, whether registered or unregistered or in draft or final form, along with the structure, materials, results, data, consumer information, organization, methods, strategies, and code used in conjunction with or otherwise related to the Services. This shall include the foregoing whether first made or created before or after the Effective Date.
- g. “Lead(s)” means certain consumer actions including, without limitation, clicks, impressions, purchases, registrations, and/or submission of consumer data, in whole identical form, and not individual part gathered, provided, or otherwise obtained under this Agreement.
- h. “Qualifying Factor” means any categories, factor, qualification, financial standard or any other such information required to be part of a Lead or Deliverable and which is required to determine whether a Lead is a “Qualified Lead.”
- i. “Qualified Lead” means a Lead or Deliverable provided to Client which meets the specifications set forth in any applicable IO as a Qualifying Factor in all material respects.
- j. “Services” means the services and/or goods described in the IO(s) potentially including, but not limited to a) direct to consumer email traffic, b) Short Message Service (“SMS”) texting, c) direct to consumer calls, d) subscription marketing services, and e) traffic derived from websites. Services shall not include any services other than those described herein or as agreed to by the Parties in writing in any applicable IO.
- k. “Vendor” means any vendor, sub-vendor, sub-affiliate, or subcontractor of FADILAW that generates or delivers Leads to FADILAW, provides fulfillment services to FADILAW, or any other such third party contracted with FADILAW to provide support or goods/services to FADILAW related to the Deliverables.

2. SERVICES

- a. Services. FADILAW agrees to perform for Client the Services specified in any IO signed by authorized representatives of both parties that expressly references and incorporates this CSA. This CSA will specifically supersede any terms executed prior to or after the effective date of this Agreement to the extent that such terms conflict. In the event of conflict between this CSA and any related IO, the CSA shall control unless the IO expressly provides in writing that its terms shall supersede those of this CSA. Client expressly acknowledges and agrees that each IO is subject to additional terms provided by FADILAW as enumerated on each IO. Unless expressly provided for within a given IO, for any two or more related IOs with conflicting terms, the IO most recent in time shall govern. No click-through, click-wrap, online, purchase order, or other terms provided by Client shall serve to modify or supersede this Agreement and any such terms shall not bind FADILAW unless expressly and specifically accepted in a signed writing. A check- box, “acceptance by use” or “automatic” acceptance of such terms provided by Client shall not constitute sufficient acceptance and shall not bind FADILAW.

- a. Leads and Deliverables. Subject to any and all applicable laws (including but not limited to those enacted to protect consumer privacy or other rights) and conditioned upon Client’s payment of Fees and compliance with all other terms and conditions of this Agreement, FADILAW hereby grants Client the right to access and use the Leads and Deliverables in accordance with the terms and conditions herein and solely for the specific marketing campaign as set forth in the Insertion Order. The client hereby agrees, represents, and warrants that it shall not resell, transfer, share, or otherwise sell any Leads or Deliverables provided hereunder unless specifically authorized to do so by FADILAW in the applicable Insertion Order. Client further agrees, represents, and warrants that Client shall not append any Lead or Deliverable, in whole or part, to additional data for the purpose of later use and/or monetization unless specifically authorized in writing by FADILAW in the applicable Insertion Order. Deliverables hereunder shall be subject to all rights and licenses by third parties to Third-Party Products, potentially including, but not limited to, analytics, creatives, or other such materials other than Lead(s); provided, however, that FADILAW is and shall remain the owner of any templates, analytic methods, procedures, processes or technology and all associated intellectual property rights used to create such Deliverables. Furthermore, Client shall cooperate with FADILAW to enable the exercise of consumer rights as set forth in any applicable law.

- b. Qualified Lead or Deliverable. The client shall have sole responsibility and liability

for determining and providing the Qualifying Factors. Qualifying Factors may not and shall not violate any applicable law, rule, regulation, or other binding legal authority or discriminate based on race, sex, marital status, or other similarly protected categories.

- c. Client Materials. Client acknowledges that any Deliverables, reports, data, or information generated, obtained, or acquired through the Services are acquired at Client's sole risk and discretion. FADILAW and its Vendors shall not be liable or responsible for any results generated using the Services. Except as explicitly contemplated herein or in any applicable IO or amendment hereto, Client acknowledges and agrees that FADILAW is not a Party, or an agent of any transactions conducted via the Services as between Client and third parties. FADILAW does not represent or warrant the effectiveness or validity of any transaction in the participating users' respective jurisdictions and does not endorse any contracts or agreements arising or resulting from any transaction via the Services. If Client has a dispute with a customer, or suffers any harm arising out of or connected with any customer, Client hereby waives all claims against and releases FADILAW and its personnel from any and all liability for claims, demands, damages (actual and consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with the Services.
- d. International Leads and Deliverables. The Parties acknowledge and agree that except as expressly provided in this Agreement and any applicable IO, no Lead or Deliverable shall include data relating to or originating from third parties located or residing outside the United States. If such a Lead or Deliverable is contemplated or contained in this Agreement or an applicable IO, the Parties shall first execute a Data Protection Addendum ("DPA") governing the use of such data and no such data may be contained in any Lead or Deliverable until the execution of said DPA is complete.

3. CLIENT RESPONSIBILITIES

- a. Client Data. Client shall provide all Client Data to FADILAW by the start date set forth in the Insertion Order or as otherwise agreed to in writing by the Parties.
- b. General. Client is responsible and liable for all uses of the Services, Leads and Deliverables resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of its authorized users, and any act or omission by an authorized user that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all authorized users aware of this Agreement's provisions as applicable to such authorized user's use of the Services and shall cause authorized users to comply with such

provisions.

- c. Notice of Non-Conformity. Client agrees to notify FADILAW of any non-Qualified Leads and/or Deliverables in writing within forty-eight (48) hours of delivery of the same and providing FADILAW with sufficient documentation of such non-conformity to enable FADILAW to verify the same provided that failure to do so shall waive Client's right to dispute such Leads and/or Deliverables. Failure to provide such notice constitutes Client's waiver of the non-conformance.
- d. TCPA Compliance. Client agrees to provide FADILAW constant access to Client's database of consumers and consumer information (including, but not limited to, full name, telephone number, and email address) who have informed Client that they no longer wish to be contacted by or on behalf of Client including, but not limited to, opt-outs, aggregations of consumer opt-outs, Federal Trade Commission's Do-Not-Call List consumers, do-not-email lists, Client's internal Do-Not-Call list, and any other such information ("DNC List") and to separately and individually provide such DNC List to FADILAW prior to the start of any each Insertion Order. The client shall maintain and keep updated the DNC List daily and notify FADILAW of any updates to such DNC List. The client, without limitation, represents and warrants that the information contained in the DNC List is accurate, up to date, and can be relied upon by FADILAW in the performance of the Services. Further, Client shall individually inform FADILAW of and when Client receives such additions to its DNC List.
 - a. CCPA Compliance. The client shall promptly, but in no event later than five (5) business days forward any request by a consumer to exercise a right under the California Consumer Privacy Act of 2018 ("CCPA") or its implementing regulations to FADILAW. Client shall cooperate with FADILAW in order for FADILAW or Client, as decided by mutual agreement, to respond to a consumer within forty-five (45) days of the receipt of a consumer request, such cooperation shall include but is not limited to a search of, access to specific pieces of, deletion of, and limitation on the sale of Personal Data (as defined by the CCPA).
 - b. Third-Party Products. Excluding Leads and Deliverables, FADILAW may from time to time make materials and information, in any form or medium, including any software, documents, data, content, specifications, provided with or incorporated into the Services that are not proprietary to FADILAW ("**Third-Party Products**") available to Client. FADILAW, FADILAW Vendors, or its or their suppliers retain exclusive ownership of all rights, title, and interest in and to the Third-Party Products.

4. FEES; PAYMENTS.

- a. Fees Client shall pay FADILAW the fees for the Services set forth in the applicable IO in accordance with this Agreement ("Fees") without offset or deduction. Such Fees may include, but are not limited to, amounts due on a Cost Per Action ("CPA"), Cost Per Call ("CPC"), or Cost Per Lead ("CPL") basis.
- b. Payment. FADILAW shall invoice Client for Fees due under this Agreement on a semi-monthly basis unless otherwise noted on the IO(s). Client shall pay all

amounts indicated on each invoice within the earlier of seven (7) days of the invoice date or the time set forth in the IO(s). The client shall be responsible for payment of all Fees for all Services completed, initiated, and/or otherwise performed prior to and through the date of termination of this Agreement. All payments from Client to FADILAW shall be in United States Dollar (USD). Termination of this CSA and/or any IO(s) does not relieve Client of the obligation to pay accrued amounts due to FADILAW or amounts which would have been billed or would accrue post termination as a result of Services already performed in whole or in part (including but not limited to Deliverables or Services for which FADILAW has earned Fees as set forth in any relevant IO).

- c. Late Payments. In the event of overdue payment, FADILAW may (without limitation to any other right or remedy available to it) add a monthly interest charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the highest lawful rate allowed, on the unpaid balance of an invoice. Such one-and one-half percent (1.5%) shall constitute a reasonable calculation of the cost incurred by FADILAW because of Client's failure to pay. Should Client fail to pay amounts due to FADILAW within the earlier of fifteen (15) days of the date of the applicable invoice or the date such payment is described as due in each IO of the date on which such amounts are due, FADILAW reserves the right, without limitation, to immediately terminate the Services, any individual or all IO(s), and this Agreement and to immediately place Client's account with any applicable debt collection service or firm. Our client agrees that it shall reimburse FADILAW for all reasonable costs incurred by FADILAW in collecting any overdue payments or interest, including attorneys' fees, court costs and collection agency fees. Furthermore, Client further authorizes FADILAW to disclose all information necessary to collect Client's unpaid balance to third parties including, but not limited to, collection companies, credit reporting agencies (i.e., Experian, Transunion, and Equifax), and law firms as determined in FADILAW's sole discretion.
- d. Taxes. Each Party is responsible for the payment of its own taxes in relation to this CSA and any IO thereunder and all Fees or other amounts payable under this Agreement are exclusive of taxes or similar assessments. Neither party shall be responsible for the payment of any taxes of the other Party. However, where applicable law requires or permits FADILAW to collect taxes from the Client (for example, any Value Added Tax), nothing in this Agreement shall prevent such collection in accordance with the requirements of said law.
- e. Reporting. Except as otherwise provided in the IO(s) applicable to specific Services, each Party shall track the applicable metrics, costs, actions, or other information relevant to the applicable IO. Client shall have the right to dispute FADILAW reporting, so long as Client submits such dispute in writing to FADILAW not more than three (3) days from the date upon which a report is provided by FADILAW. Where Client raises a dispute, it shall not affect the undisputed portion of any invoice or report provided by FADILAW. FADILAW reserves the right to resolve any such dispute in FADILAW's good faith discretion, and to supersede Client's reporting with FADILAW's reporting. At all times, FADILAW's reporting shall be controlled where available.

5. **TERM.** This CSA shall commence on the Effective Date and shall remain in effect for a period of one (1) year (“Initial Term”). Upon expiration of the Initial Term, this CSA shall automatically renew for successive one (1) year terms (“Renewal Terms”) (the Initial Term and any Renewal Term shall collectively be referred to herein as the “Term”) unless either Client or FADILAW provides written notice of its intent to terminate at least ninety (90) days prior to the expiration of the then-current Initial Term or Renewal Term or unless terminated earlier as provided herein. FADILAW reserves the right to terminate this CSA, or any individual IO(s) hereunder, upon written notice to Client. Where an IO does not specify the dates of service or does not have an end date, it shall automatically renew every thirty (30) days. Notwithstanding the foregoing, this Agreement or any Insertion Order hereunder may be terminated by either Party immediately upon (a) written mutual agreement of the parties, (b) a material breach of this Agreement that is not cured pursuant to the terms of this CSA or in any case upon thirty (30) days written notice detailing such breach and an intent to terminate, (c) the bankruptcy, insolvency or liquidation of either party, (d) if either party ceases to conduct business or makes assignment for the benefit of its creditors, (e) the occurrence of a breach of confidentiality as described in this Agreement, (f) the transfer of ownership interest in Client, or (g) where further performance under this CSA or related IO would be contrary to any law, regulation or statute to which a Party is subject. Notwithstanding anything herein to the contrary, in the event of termination under this Section, all amounts due by Client to FADILAW under this Agreement shall be paid by Client within ten (10) days of the date of termination. Further, termination of this CSA shall serve to automatically terminate all IOs incorporated hereunder. Upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the FADILAW’s IP and, without limiting Client’s obligations under Section 8 (Intellectual Property), Client shall delete, destroy, or return all copies of the FADILAW’s IP and certify in writing to FADILAW that the FADILAW’s IP has been deleted destroyed, or is being retained pursuant to a specified legally imposed obligation of Client and that it will be retained for only so long as said obligation shall exist. No expiration of termination will affect Client’s obligation to pay all Fees that may have become due before such expiration or termination or entitle Client to any refund.
6. **RELATIONSHIP OF THE PARTIES.** The Parties acknowledge and agree that no relationship other than that of an independent contractor relationship has been created by this Agreement. Without limitation, FADILAW and Client are not partnering nor in a joint venture of any kind. Nothing in this CSA or any IO thereunder shall have the effect that any Party’s affiliates, officers, directors, employees, agents, or representatives shall be deemed to be an affiliate, officer, director, employee, agent, or representative of the other Party for any purpose. Our client does not have any right or authority to bind or obligate FADILAW in any manner or make any representation or warranty on behalf of FADILAW. The client shall not undertake to make such representations or bind FADILAW and shall not make any representations to third parties of having such ability to bind FADILAW or make representations on behalf of FADILAW. The client shall be solely responsible for the payment of all compensation to its employees, including provisions for employment taxes, worker’s compensation and any similar taxes

associated with employment of Client's personnel. Except as limited by this Agreement, FADILAW reserves the sole discretion as to the time, place, and manner of performance of the Services hereunder.

7. **CONFIDENTIALITY**. The Parties acknowledge that, during the term of this Agreement, they may disclose certain Confidential Information of a special and unique nature to each other.
- a. **Definition**. As used in this Agreement, "Confidential Information" means any and all information disclosed by one Party to another (whether or not labelled as "Confidential," "Proprietary," or equivalent), regardless of the form of disclosure (including but not limited to by way of writing, orally, electronically, visually or by inspection of tangible objects or computer coding), including but not limited to: any information which consists of or constitutes personal data or personal information of third-parties as defined by applicable law, information that would be regarded as confidential by a reasonable business persons relating to this CSA or any related IO(s); any and all technical and non-technical information provided by either Party to the other; patent and patent applications; intellectual property; trade secrets; proprietary information; mask works; ideas; media; techniques; sketches; drawings; works of authorship; models; inventions; know-how; processes; apparatuses; equipment; algorithms; databases; software programs; software source documents; formulae related to the current, future, and proposed products and services of each of the parties and including, without limitation, their respective information concerning vendors, sourcing, research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing party provides regarding third parties. "Confidential Information" shall also mean all data, reports, analyses, compilations, studies, interpretations, forecasts, records or other materials (in whatever form maintained, whether documentary, computer storage or otherwise) prepared by the Party receiving the information that copy, contain, are derived from or otherwise reflect or are based upon, in whole or in part, any Confidential Information of such Party or that reflect the review of, interest in, or evaluation of all or any portion of this CSA or any related IO(s), respective directors, shareholders, employees, financial advisors, lenders, accountants, attorneys, agents, equity investors or controlling persons. and relates to matters such as the Parties' (or the Parties' clients') trade secrets, files, policies, computer and other databases and libraries, techniques, plans, strategies, existence of this Agreement, status of FADILAW as a vendor of Client, contracts, systems, records, accountings, procedures, forms, manuals, reports, processes, products, publications, services, employees, customer lists, personally identifiable information of FADILAW's customers, identities, information relating to any aspect of FADILAW operations in general and specifically operations on behalf of Client, Leads, Deliverables, or any other information, whether in written, verbal, electronic, or other format or in draft or final form, that is either (1) marked or identified as being confidential, or (2) that a reasonable person would understand to be confidential from the nature of the information or the

circumstances of the disclosure, as well as the nature and extent of the collaboration.

- b. Restrictions on Use or Disclosure. Both Parties acknowledge that either may receive Confidential Information from the other during the Term of this Agreement. Each Party covenants and agrees that neither it nor its affiliates, employees, officers, directors, representatives, or agents shall at any time during or following the Term of this Agreement, either directly or indirectly, (1) disclose to any person, organization, or entity in any manner whatsoever any Confidential Information, or (2) use any Confidential Information for any purpose whatsoever, except as strictly necessary to perform under this Agreement. Each Party shall restrict disclosure of the Confidential Information to its employees with a need to know such information to perform under this Agreement and shall advise such employees of their obligations with respect to the Confidential Information.

- c. Duties; remedies. Each Party shall protect the other Party's Confidential Information using the same standard of care it uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care. Each Party (the "Receiving Party") shall immediately notify the other Party (the "Disclosing Party") in writing in the event of any unauthorized use or disclosure of the Confidential Information and assist in remedying such unauthorized use or disclosure, as requested by the Disclosing Party (which shall not limit other remedies of the Disclosing Party as provided herein or by applicable law). In the event of a breach or threatened breach of this Confidentiality Section, the Disclosing Party, in addition to and not in limitation of any of the rights, remedies or damages available to it at law or in equity, shall be entitled to a temporary or permanent injunction to prevent or restrain any such breach by the Receiving Party.

- d. Ownership. All Confidential Information shall be and remain the property of the Disclosing Party notwithstanding the subsequent termination of this Agreement. The Receiving Party shall, within ten (10) days of the Disclosing Party's written request, return all Confidential Information (including any copies thereof) or certify in writing (by an authorized officer) that all Confidential Information (including any copies thereof) has been destroyed.

- e. Exceptions. Notwithstanding the foregoing, Confidential Information does not include information that: (1) is or becomes public domain information or material through no fault or breach on the part of the Receiving Party; (2) as demonstrated by the written records of the Receiving Party, was already lawfully known (without restriction on disclosure) to the Receiving Party prior to the information being disclosed to the Receiving Party by the Disclosing Party or any representative of the Disclosing Party; (3) has been or is hereafter rightfully furnished to the Receiving Party without restriction on disclosure by a third person lawfully in possession thereof; (4) has been independently developed, by or for the Receiving Party, without reference to the Confidential Information of the

Disclosing Party and without any breach or violation of any obligation of this Agreement; (5) is required to be disclosed by court order, provided that the Receiving Party notifies the Disclosing Party so that the Disclosing Party may have a reasonable opportunity to obtain a protective order or other form of protection against disclosure; or (6) is aggregated by FADILAW in such a manner as to not specifically identify Client.

- f. Information as to Vendors. Any legal or compliance information furnished by FADILAW to Client may redact the name/identity and URLs of Vendors, provided, however, that FADILAW may furnish to Client the name/identity and URLs of a Vendor that FADILAW determines has failed or may have failed to comply with an applicable law in connection with Leads sold to Client pursuant to this Agreement.
- g. Publicity Rights. Client hereby grants FADILAW the right to disclose or promote the fact that Client is a current or past client of FADILAW and to use Client's name and logo and a case study of the Services provided hereunder. Client further agrees to provide telephone references for FADILAW upon request from time to time.
- h. Third Parties. Client agrees to ensure that any employees, affiliates, contractors, employees, officers, directors, owners, or agents ("Personnel") of Client along with any other third-party who receives Confidential Information from Client shall be bound by obligations of confidentiality no less restrictive than those contained in this Section prior to receiving said Confidential Information.

8. INTELLECTUAL PROPERTY.

- a. General. Except as expressly set forth herein or in an IO hereunder, neither Party intends and this Agreement shall not convey, assign, transfer, grant, or otherwise give any right, title, interest, license, ownership, or other such interest in the Intellectual Property of one Party to the other Party.
- b. FADILAW Intellectual Property. Client acknowledges that all Intellectual Property, including but not limited to the structure, materials, results, data, consumer information, organization, methods, Services, strategies, and code used in conjunction with or otherwise related to the Services, are proprietary to FADILAW, FADILAW Vendors, and/or FADILAW supplier(s), and that FADILAW, FADILAW Vendors, and/or its suppliers (as applicable) retain exclusive ownership of and all right, title and interest in and to the Services, documentation, and any other Intellectual Property relating therein and thereto, including all modifications, enhancements, derivatives, and other software and materials relating to the Services, and all copies thereof. For the avoidance of doubt, FADILAW's IP shall include the aggregated statistics and any information, data or other content derived from FADILAW's monitoring of Client's access to or use of the Services. Client shall not sell, transfer, publish, disclose, display or otherwise make available the Services including any modifications, enhancements, derivatives,

and other software and materials provided hereunder by FADILAW or copies thereof to others in violation of this Agreement, except that so long as all Fees are paid by Client, and subject to ongoing compliance with this Agreement, there shall be no restrictions on Client's right to use the Deliverables in the whole identical form which they are delivered and not in any individual part. To the extent that any Leads or Deliverables are delivered to Client in batches, the aggregate delivery under each applicable IO shall constitute the whole identical form and not each delivery separately. The Intellectual Property shall be deemed to be Confidential Information of FADILAW hereunder and subject to the confidentiality restrictions set forth in Section 7 above. Except as otherwise expressly permitted hereunder, Client agrees not to copy or otherwise reproduce the Intellectual Property including any modifications, enhancements, derivatives, and other materials developed or provided hereunder by FADILAW, in whole or in part. Our client shall not remove any proprietary, copyright, trademark, or service mark legend from any Intellectual Property or Deliverables including any modifications, enhancements, derivatives, and other materials provided by FADILAW.

- c. FADILAW Trademarks. Client acknowledges, without limitation, that "FADILAW" and any other trademarks, trade dress rights, trade names, icons, display graphics, logos and/or service marks used by FADILAW to identify the Services or FADILAW are and shall remain the exclusive property of FADILAW.
- d. Client Data. Client hereby grants to FADILAW a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for FADILAW to provide the Services to Client, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Client Data incorporated within the Aggregated Statistics.
- e. Client Media. Client hereby grants FADILAW a non-exclusive, perpetual, worldwide license to use, reproduce, transmit, display, perform, store, copy, and distribute the scripts, creative materials, display graphics, slogans, claims, trademarks Intellectual Property, infographics, or other such advertisements (collectively, "Media"). To the extent Client's trademarks, service marks, trade names, logos or designs ("Client Marks") are used or incorporated in Media, Client hereby grants FADILAW a non-exclusive worldwide license to use, reproduce, transmit, display, perform, store, copy, and distribute the Client Marks as necessary for FADILAW to provide the Services to Client, during the term of the Insertion Order.
- f. Feedback. If Client or any of its employees or contractors sends or transmits any communications or materials to FADILAW by mail, email, telephone, or otherwise, suggesting or recommending changes to the FADILAW's IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), FADILAW is free to use such Feedback irrespective of any other obligation or limitation between the Parties

governing such Feedback. Client hereby assigns to FADILAW on Client's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and FADILAW is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although FADILAW is not required to use any Feedback.

- g. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, FADILAW may monitor the Services and collect and compile data and information about the operation and performance of, or interaction with, the Services in an aggregated and anonymized manner, but excluding Client Data ("Aggregated Statistics"). As between FADILAW and Client, all rights, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by FADILAW. The client acknowledges that FADILAW may compile Aggregated Statistics based on Client Data input into the Services. Client agrees that FADILAW may use Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such Aggregated Statistics do not identify Client or Client's Confidential Information.

9. INDEMNIFICATION.

- a. Indemnification by Client. Client shall indemnify, defend, and hold FADILAW, its vendors, affiliates, directors, officers, employees, suppliers, agents, successors, and assigns harmless from and against all actual or alleged direct liabilities, losses, costs, claims, expenses, (including reasonable attorney's fees), and damages of any kind relating to or arising from or in connection with (i) the use of Deliverables or Leads, in whole or in part, whether contemplated by this Agreement or not and Client's Media, (ii) any use of the information or results obtained through the Services; (iii) any act or omission related to Client's performance of its obligations or failure to perform its obligations under this Agreement and any applicable IO, (iv) any failure by Client to comply with representations and warranties hereunder; (v) any and all violation of law, rule, regulation, or other such binding legal authority by Client; or (vi) Client's infringement of the Intellectual Property of any third party or breach of this Agreement and/or any IO(s).
- b. Indemnification by FADILAW. FADILAW shall indemnify and hold Client, its directors, officers, employees, suppliers, agents, successors, and assigns harmless from and against all direct liabilities, losses, costs, expenses, (including reasonable attorney's fees), and damages relating to or arising from or in connection with any third party claim alleging that the Services directly infringe a copyright, a U.S. patent issued as of the Effective Date or a trademark of any such third party and for willful misconduct or gross negligence of FADILAW.

- c. Indemnification Procedures. A Party's (the "Indemnifying Party") obligations to indemnify the other Party (the "Indemnified Party") with respect to any claim, action or proceeding shall be conditioned upon the Indemnified Party: (i) providing the Indemnifying Party with prompt written notice of such claim, action or proceeding, in any case, no later than seven (7) days from first learning of such claim, action or proceeding and (ii) cooperating at the Indemnifying Party's request and expense with the defense or settlement of such claim, action or proceeding which cooperation shall include providing reasonable assistance and information. No Indemnified Party shall enter into any settlement agreement for which it will seek indemnification under this Agreement from the Indemnifying Party without the prior written consent of the Indemnifying Party. Nothing herein shall restrict the right of a party to participate in a claim, action or proceeding through its own counsel and at its own expense.
- d. Sole Remedy. THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDY AND FADILAW'S SOLE LIABILITY AND SOLE OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. Limitation of Liability.

- a. WITHOUT LIMITATION, FADILAW shall NOT be liable to Client for lost profits, special, incidental, enhanced, consequential, punitive, exemplary, or incidental damages, including, but not limited to, the loss of future business, business interruption, loss of information, breach of data or system security, cost of replacement goods or services, loss of goodwill or injury to reputation, arising directly or indirectly IN CONNECTION WITH, OR RELATING TO, this Agreement, the Services, or any Deliverable, HOWEVER CAUSED, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHER LEGAL THEORY, AND EVEN IF FADILAW HAVE BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.
- b. WITHOUT LIMITATION, FADILAW WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, GENERAL DAMAGES, SPECIAL DAMAGES, OR PERSONAL INJURIES OR DEATH CAUSED BY THE DELIVERABLES, LEADS, OR REPORTS PRODUCED DELIVERED UNDER THIS AGREEMENT OR ANY IO(S), OR BY ANY ERRORS, DELAYS, OR FAILURES OF THE SERVICES OR INTERRUPTIONS IN THE TRANSMISSION OF THE SERVICES. THE SERVICES AND DELIVERABLES ARE PROVIDED BY FADILAW ON AN 'AS IS' AND 'AS AVAILABLE' BASIS AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION, FADILAW MAKES AND GIVES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND GUARANTIES, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE SERVICES, ANY AND ALL SOFTWARE

AND TOOLS, AND ANY COMPONENTS OR PARTS THEREOF, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. FADILAW DOES NOT PROVIDE ANY GUARANTEE OR WARRANTY AS TO THE QUALITY OR AMOUNT OF THE ULTIMATE DELIVERABLES OR LEADS GENERATED HEREUNDER.

- c. IN NO EVENT WILL FADILAW'S AGGREGATE LIABILITY AND DAMAGES TO CLIENT UNDER THIS AGREEMENT EXCEED THE SUM OF THE TOTAL AMOUNT ACTUALLY PAID TO FADILAW BY CLIENT DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE THE CLAIM FIRST AROSE. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE BEEN BREACHED, PROVERN INEFFECTIVE OR FAILED OF ITS ESSENTIAL PURPOSE.

11. **REPRESENTATIONS AND WARRANTIES.** Client agrees, represents, and warrants that:

- a. Its execution of this Agreement and its performance hereunder are not in breach of any agreement that it may have with a third party, nor will it violate the proprietary rights, privacy rights, legal rights, or interests of any third party in the performance of its obligations under this Agreement.
- b. Entering into this Agreement and performance hereunder or contemplated by this Agreement shall not violate any applicable law, rule, regulation, or other binding legal authority including but not limited to any law of any jurisdiction of the world which is intended to protect the security of information or privacy rights of individuals.
- c. Any Client Data or other information it has provided to FADILAW is complete, accurate, not misleading, or deceptive, and can be expressly relied upon by FADILAW and, furthermore, the Client has the legal right to provide said information to FADILAW.
- d. It shall use the deliverables and Leads for the purpose contemplated in this Agreement and any applicable IO and for no other purpose not otherwise set forth in writing under this Agreement.
- e. At no point shall Client use the Leads or Deliverables in conjunction with any Media (defined below) or Intellectual Property which is deceptive, fraudulent, objectionable, pornographic, illegal, immoral, or otherwise improper or abusive.
- f. It shall not impersonate any person or entity or misrepresent its affiliation with any person or entity.
- g. It will comply with, and assist FADILAW in complying with, all consumer

requests applicable to Client and/or any IO which are received by FADILAW and provided to Client including, but not limited to, requests not to share or sell information available to certain consumers under the California Consumer Privacy Act, and other such requests as applicable;

- h. It shall use Deliverables and Leads in such a way as not to violate any applicable law, cause harm, abuse, deceive, embarrass, or damage any individual consumer, and it shall expressly comply with all opt-out requests presented by consumers.
- i. It is a validly formed entity in good standing under the laws of its state in which it is organized or otherwise formed, has obtained all licenses, registrations, and approvals necessary to conduct business and otherwise perform under this Agreement, and will comply with all applicable laws, statutes, ordinances, rules and regulations;
- j. It will notify FADILAW of any failure to comply or change in its ability to comply with these representations or warranties no later than forty-eight (48) hours of said failure or change.
- k. Its execution of this Agreement and its performance hereunder are not in breach of any agreement that it may have with a third party, nor will it violate the proprietary rights or interests of any third party; and
- l. It shall comply with all consumer requests applicable to Client which are received by FADILAW and provided to Client including, but not limited to, requests not to share or sell information available to certain consumers under the California Consumer Privacy Act, and other such requests as applicable.

12. PERFORMANCE; GENERAL RESTRICTIONS; DISCLAIMER.

- a. Non-Conformance. Client agrees to notify FADILAW of any non-conformance of Leads and/or Deliverables in writing within forty-eight (48) hours of discovery, and to provide FADILAW with sufficient documentation of such non-conformity and the date of discovery to enable FADILAW to verify the same. Failure to do so shall waive Client's right to dispute such Leads and/or Deliverables.
- b. Use of Reports. Client acknowledges that any Deliverables, reports, data, or information generated, obtained, or acquired through the Services is at Client's sole risk and discretion. FADILAW and its suppliers shall not be liable or responsible for any results generated using the Services.
- c. Qualifying Factors. Where Client provides the Qualifying Factors, Client shall have sole responsibility and liability for determining and providing the Qualifying

Factors. Client, without limitation, represents and warrants that the Qualifying Factors do not and will not violate any applicable law, rule, regulation, or other binding legal authority or discriminate based on race, sex, marital status, or other protected categories. The client bears sole responsibility and liability for the determination of Qualifying Factors. Client further represents and warrants that FADILAW may use the Qualifying Factors as contemplated by this Agreement. Where Client disputes the determination of a Qualifying Lead, FADILAW and Client shall undertake all commercially reasonable efforts to resolve such dispute in good faith. However, if no good faith resolution can be reached, FADILAW reserves the right to resolve such dispute in FADILAW's discretion including, but not limited to, refund or replacement but in any case, subject to the provisions of Section 10 (Limitation of Liability), *supra*.

- d. Suppression/Do-Not-Call Lists. Client agrees to provide FADILAW constant access to Client's database of consumers and consumer information (including, but not limited to, full name, telephone number, and email address) who have informed Client that they no longer wish to be contacted by or on behalf of Client including, but not limited to, opt-outs, aggregations of consumer opt-outs, Federal Trade Commission's Do-Not-Call List consumers, do-not-email lists, Client's internal Do-Not-Call list, and any other such information ("DNC List") and to separately and individually provide such DNC List to FADILAW prior to the start of any each IO. Client agrees to maintain and keep updated the DNC List daily and to notify FADILAW of any updates to such DNC List. The client, without limitation, represents and warrants that the information contained in the DNC List is accurate, up to date, and can be relied upon by FADILAW in the performance of the Services. Further, Client shall individually inform FADILAW of and when Client receives such additions to its DNC List. Client agrees that FADILAW shall not be liable for any loss to Client which is attributable to Client's failure to comply with this subsection.
- e. No Appending Client further agrees, represents, and warrants that Client shall not append any Lead or Deliverable, in whole or part, to additional data for the purpose of later use and/or monetization unless specifically authorized in writing by FADILAW in the applicable IO. Client further agrees that it shall advise FADILAW in writing of any third-party recipient of any Lead or Deliverable and shall provide reasonable assistance to FADILAW in complying with any applicable law relating to such third-parties receipt and/or use of said Lead or Deliverable.
- f. Client Media. Where Client provides FADILAW any scripts, creative materials, display graphics, slogans, claims, trademarks Intellectual Property, infographics, or other such advertisements (collectively, "Media"), Client shall be solely responsible and liable for any such Media provided, in whole or part, to FADILAW. Client, without limitation, represents and warrants that Media provided by Client to FADILAW shall not infringe upon any third party right, title, or other such interest, does not violate applicable law, rule, regulation, or other binding legal authority and shall be original works created by and owned by Client or otherwise licensed to Client in a manner to permit full performance contemplated

by or which could be contemplated by this Agreement for the entire duration of the Agreement. To the extent that any Client Media is used during or in connection with performance under this Agreement, FADILAW reserves the right to pause, cancel, reject, refuse, and otherwise return any Client Media and Client shall not provide any Media that is, contains, or promotes illegal, objectionable, pornographic, defamatory, libelous, obscene, offensive, any Media that may subject FADILAW to negative publicity, or otherwise improper content as determined by FADILAW in FADILAW's sole discretion as improper at any time without penalty or liability.

- g. FADILAW Systems. Where Client is required to use an online portal, exchange, lead delivery program, or other such system ("Lead System") to receive, process, or otherwise interact with Leads and/or Deliverables, Client shall comply with the terms of use of such Lead Systems. Where pricing is determined by such Lead System, such pricing shall be final and binding as indicated on the Lead System selected by FADILAW, subject to this Agreement. Client's use of Lead Systems shall remain, always, subject to this Agreement or any applicable terms and conditions.
- h. Warranty Disclaimer. FADILAW HAS NOT MADE ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, TO CLIENT REGARDING THE SUBJECT MATTER OF THIS AGREEMENT OR THE SERVICES AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. IN PARTICULAR, FADILAW HAS MADE NO REPRESENTATIONS OR GUARANTEES AS TO THE QUALITY OR AMOUNT OF THE DELIVERABLES OR LEADS GENERATED HEREUNDER OR ANY PROFITS THAT CLIENT MAY DERIVE THEREFROM.

13. RESTRICTED PERSONS; RESTRICTED USE. Client represents and warrants that Client: (i) is not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services; (ii) is not identified as a "Specially Designated National;" by the Office of Foreign Assets Control; (iii) is not placed on the S. Commerce Department's Denied Persons List, and (iv) is not engaged in nuclear, missile, chemical or biological weapons activities to which U.S. persons may not contribute without a U.S. Government license. If Client's status changes with respect to any of the foregoing during the term of this Agreement, Client shall notify FADILAW within twenty-four (24) hours, and FADILAW shall have the right to immediately terminate this Agreement without liability or penalty and shall have no further obligations to Client. Any waiver of the foregoing by FADILAW shall only be effective if given expressly and in writing. If Client is ever in violation of this Section, FADILAW shall have the right to immediately terminate this Agreement without liability or penalty and shall have no further obligations to Client. Client agrees that Client shall not utilize any software or access to software provided as part of the Services, the Deliverables or Leads, or any other result of the Services contemplated hereby to conduct or facilitate

any transaction in violation of this Section. Client may not, directly, or indirectly, import, export, or allow the export or re-export of the same, including, but not limited to, technical data, in violation of any applicable restrictions, laws, rules or regulations of any applicable country.

14. **NO CIRCUMVENTION.** Client agrees that Client shall not circumvent FADILAW's relationship with FADILAW Vendors. Except for FADILAW Vendors with which Client had an established relationship prior to entering into this Agreement, during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, Client shall not circumvent FADILAW by entering into a relationship, directly or indirectly, with Vendors used by FADILAW to provide such services, or disclosing to any third person or entity any Confidential Information with respect to any such Vendors. If Client breaches or violates the provisions of this Section, Client agrees to pay FADILAW liquidated damages in an amount equal to the average monthly revenue derived by Vendors from Client and/or FADILAW over the preceding six (6) months, multiplied by the number of months remaining in the non-circumvention period. The parties agree that damage resulting from Client's breach of the covenants in this Section is difficult to ascertain, and the damages in the preceding sentence represent a reasonable estimate thereof. Client agrees that FADILAW may obtain injunctive relief without the necessity of proving actual damages to enforce this provision in addition to any other remedies at law or in equity, and Client waives necessity of FADILAW posting a bond or other security in connection with any injunction.
15. **NO HIRE.** During the term of this Agreement and for a period of two (2) years following its termination, Client and each of its affiliates and representatives shall not and shall not attempt to solicit, hire, retain, contract with, encourage, entice, promote, incentivize, or otherwise engage any employee, officer, director, or agent of FADILAW (collectively, "Employee") to work, become employed by, or contract with Client, to cease or reduce their relationship with FADILAW, or to otherwise alter their relationship with FADILAW in any way that is or may be detrimental to FADILAW as determined by FADILAW in FADILAW's sole discretion. Notwithstanding the foregoing, independent action of FADILAW personnel to general advertisements or general solicitations by Client shall not be considered a violation of this Section. If Client breaches or violates the provisions of this Section, Client agrees to pay FADILAW liquidated damages in an amount equal to the two years' base salary or two times the annual fee payable to that Employee plus the recruitment costs incurred by FADILAW in replacing such Employee.
16. **ASSIGNMENT.** Neither this Agreement nor any interest, duty, right, or obligation herein shall be assigned, delegated, or transferred by Client without prior written consent of FADILAW which shall be given or withheld in FADILAW's sole discretion. Any such attempted or actual delegation, assignment, or transfer shall be deemed invalid. Further, Client represents and warrants that Client shall not attempt or cause such assignment, transfer, or delegation.
17. **REMEDIES.** Remedies under this Agreement are cumulative and election of one remedy by FADILAW shall not preclude or prevent the election of other remedies by FADILAW.
18. **SUCCESSORS IN INTEREST.** This Agreement shall be binding upon and inure to the

benefit of the successors in interest and assigns of each party to this Agreement, so long as such succession or assignment is in accordance with this Agreement.

19. **RESERVATION OF RIGHTS.** FADILAW reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the FADILAW's IP.
20. **PUBLIC STATEMENTS.** Both parties agree to the creation of a joint press release announcing this Agreement, which may be posted online and/or distributed via a news service.
21. **ENTIRE AGREEMENT.** This Agreement, including any exhibits or IO(s) attached or relating hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and expressly supersedes and governs against all other prior agreements, terms, negotiations, and understandings, both written and oral.
22. **WAIVER OR MODIFICATION.** No delay or omission by FADILAW in the exercise of any rights or remedies under the Agreement constitutes a waiver of such right or remedy. A consent or approval of an act does not waive or render unnecessary the consent or approval of any other or subsequent act. No waiver, alteration, or modification of any of the provisions of this Agreement or the IO(s) shall be binding unless in writing and signed by duly authorized representatives of both parties wherein such writing states the parties' intent to modify this Agreement or an applicable IO. A checkbox, "acceptance by use" or "automatic" acceptance of such terms provided by Client shall not constitute sufficient acceptance and shall not bind FADILAW.
23. **NOTICES.** Notices under this Agreement shall be deemed to be adequate and sufficient if given in writing and delivered via: (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three (3) business days following deposit to U.S. mail; (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier; or (c) electronic mail, in which case such notice shall be deemed to have been received upon the earlier of one (1) business day of successful delivery to the applicable address or upon confirmation of receipt either by electronic means or a response to or otherwise indicating confirmation of receipt of such electronic mail. All notices shall be addressed to the contacts set forth in this CSA or the applicable IO. Either party shall give the other party written notice of a change of address. Additionally, all notices to FADILAW shall be sent with a copy to the attention of the General Counsel via email to Legal@BestCaseLeads.com or to such other address as designated in writing from time to time by FADILAW. Further, where Client designates a primary contact to interface or communicate with FADILAW, such primary contact's contact information shall serve as an additional address for notice to Client.

To Company:

FadiLaw Marketing, LLC

12243 Queenston Blvd., Ste I

Houston, TX 77095

Attn: General Counsel

With email copy to: Legal@BestCaseLeads.com

24. **GOVERNING LAW.** This Agreement shall be exclusively governed by the laws of the State of Texas without giving effect to conflict of law principles. The parties hereby consent to jurisdiction in the State of Texas and agree that at the discretion of FADILAW, the American Arbitration Association shall have exclusive jurisdiction over any disputes or issues regarding the interpretation or enforcement of this Agreement and shall be resolved exclusively by arbitration under the then current Commercial Arbitration rules of the American Arbitration Association. The venue for arbitration shall be exclusively from the nearest administrative office of the American Arbitration Association to Houston, Texas. Each party, without limitation, agrees that such venue is convenient, consents to such venue, and waives any defense to such venue. The venue for litigation shall be exclusively in the nearest court of appropriate jurisdiction to Houston, Texas. The parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any state having jurisdiction and shall not be governed by the United Nations Convention on the International Sale of Goods.
25. **FORCE MAJEURE.** FADILAW shall not be liable to Client for any delay in the performance of, or any failure to perform, any of its obligations under this Agreement if such delay or failure is caused by any strike, lockout, catastrophic accident, fire, natural disaster, act of God, embargo, governmental action, terrorism, pandemic, plague, war, utilities and/or mass communications failures, failure of suppliers, or any other cause, whether similar or dissimilar to the foregoing, beyond the reasonable control of such party. Upon such occurrence, FADILAW shall give written notice of such event to the other party, and the parties shall work in good faith to address the delay or failure in a reasonable fashion or, if necessary, mutually terminate this Agreement.
26. **AUTHORITY.** Client represents and warrants (a) that it has the authority to enter into this Agreement and (b) that the individual signing this Agreement on behalf of Client is authorized to do so.
1. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same agreement.
2. **HEADINGS.** The headings and captions used in this Agreement are provided solely for convenience and shall not convey any legal right, interest, or obligation upon either party.
3. **SEVERABILITY.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, such provision shall be restated to become

enforceable while remaining as close as possible to the intent of the parties hereto. Should such modification be impossible, or if such modification would be contrary to the intent of the parties hereto, such unenforceable, illegal, or void provision shall be deemed stricken from this Agreement, as if it had never existed. In either event, the remaining provisions shall remain in full force and effect.

4. **SURVIVAL**. If this Agreement is terminated, the obligations set forth in this Agreement shall survive termination of this Agreement, as well as all other terms the survival of which is necessary to give effect to their intent.

IN WITNESS WHEREOF, the parties hereto have caused this Client Master Services Agreement to be executed as of the Effective Date.

Advertiser Name: _____

Signature: _____

Name: _____

Date: _____

