

TERM OF SALE

THIS SERVICES AGREEMENT (the "Agreement") sets forth the terms and conditions upon which you, or your company organized under the laws of the State of Nevada ("you" or the "Customer") will engage Free Agent Lifestyles, LLC ("FAL") to provide the Services (as defined hereinbelow). You will be bound to the terms of this Agreement as set forth in Section 9(e) hereinbelow.

THIS AGREEMENT IS A BINDING LEGAL AGREEMENT BETWEEN YOU AND FAL. BY CLICKING "I ACCEPT" BELOW AND USING THE SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT IN ITS ENTIRETY.

1. Services.

(a) Subject to the terms and conditions set forth in this Agreement, FAL will, upon request by the Customer, provide registration, certification, marketing and consulting services to the Customer ("Services"). Services may include any of the following (collectively, "Government Registration Services"):

- i. assistance using the federal procurement system known as System for Awards Management ("SAM"), and the periodic renewal of SAM-related registrations;
- ii. Certification services relating to government incentive programs (including, but not limited to, Woman Owned Small Business (WOSB) certification, Economically Disadvantaged Woman Owned Small Business (EDWOSB) certification, Veteran Owned Small Business (VOSB) certification, Service Disabled Veteran Owned Small Business (SDVOSB) certification, Historically Underutilized Business Zones (HUBzone) certification, Small Disadvantaged Businesses (8(a)) certification, and General Services Administration (GSA) services scheduling);
- iii. Facilitation (including population and submission) of DUNS number registration, migration from Central Contractor Registry ("CCR"), Federal Agency Registration ("Fedreg") and Online Representations and Certifications Application ("ORCA") to SAM, FEMA and Grants.gov registration and renewal, DSBS profile creation; and
- iv. Assistance in pursuing contract opportunities with the federal government, including helping prepare marketing materials (creation of capability statement, contact list of relevant procurement officers provided, e-mail of capability statement sent to procurement officers on customers behalf), E-mail setup at Fedbizops.gov to receive relevant bid opportunities, at customers request assistance via phone consultation in how to respond to requests for proposals and bid requests ("RFPs") and other consulting services.

(b) Customer shall request that FAL provide specific Services by submitting a completed FAL order form registration form (each, a "Order Form") to FAL. Order Forms shall not be effective unless and until accepted by FAL.

(c) Customer expressly acknowledges that most government certification requires periodic re-registration, and that Customer's engagement of FAL to provide Government Registration Services that relate to government certification will not absolve Customer of its recurring reregistration obligations, which are not included in the Services being provided pursuant to this Agreement unless expressly agreed in writing by FAL and the Customer.

2. Customer Obligations.

(a) Customer Data. Customer is responsible for providing FAL with the data required for FAL to provide Services on Customer's behalf (such data, the "Customer Data"). All Customer Data is and remains the exclusive property of Customer, and will only be accessed, processed or transferred in accordance with this Agreement. Customer shall be solely responsible for providing comprehensive and accurate Customer Data on a timely basis during the term of this Agreement.

(b) Data Security. FAL represents that it has implemented a comprehensive written information security program ("WISP") that incorporates administrative, technical, and physical safeguards designed to ensure the security, confidentiality, and integrity of the Customer Data, and will maintain the WISP in force at all times while Customer Data is in FAL's possession. FAL shall use commercially reasonable efforts to protect the Customer Data from loss or destruction.

(c) Accuracy and Completeness. Customer is solely responsible for the content and accuracy of the Customer Data. FAL shall not be liable for any errors or discrepancies in the Customer Data, for any actions taken in reliance thereon, or for any delays arising from Customer's failure or inability to provide comprehensive, accurate Customer Data on a timely basis. FAL has no obligation to verify or confirm the accuracy or completeness of any Customer Data, including, but not limited to, the general accuracy, historical accuracy, completeness, integrity or any other aspect of any Customer Data. FAL has not made, and will not make, any inquiry into the accuracy of any Customer Data. Customer expressly acknowledges that it is Customer's sole responsibility to verify and confirm the accuracy of any Customer Data inserted into any forms populated during by FAL on the Customer's behalf, or by the Customer with FAL's assistance, or that is otherwise exported or transmitted to third-parties prior to submission.

3. Third-Party Registration Service.

(a) Not a Government Agency. Customer understands and acknowledges that FAL is a privately owned third-party registration service and is not a local, state or federal government agency, nor is FAL endorsed by or affiliated with any local, state or federal

government. FAL Fees are charged for Services provided, not for government forms themselves, which can be obtained at no charge from state and federal agencies.

(b) Independent Contractor Relationship. FAL's relationship with Customer is that of an independent contractor, and nothing in this Agreement is intended, or should be construed, to create any partnership, agency, joint venture or employee relationship.

4. Payment Terms; Term of Agreement. The fees for the Services (collectively, "Fees") shall be assessed as follows:

(a) Government & Certification Registration Fees. Fees for Government Registration Services ("Government Registration Fees") will vary by project. Customer agrees to pay all Government Registration & Certification Fees owed to FAL as follows:

i. All Government Registration & Certification Fees are due upon submission to, and acceptance by, FAL of the related Work Order;

ii. All costs imposed by, and payable directly to, the applicable state or federal government agency shall be due prior to any filing or submission relating to which FAL provides Services.

(b) Consulting Fees. Fees for Consulting Services ("Consulting Fees") will vary by project and will be mutually agreed in writing by Customer and FAL. All Consulting Fees shall be due upon the submission of the related Work Order.

(c) Refund and Cancellation Policy. Customer shall not be entitled to any refund for Services already provided or performed, or expenses incurred on Customer's behalf, by FAL. Other refunds shall be at FAL's sole discretion. Consulting Fees, once paid, shall be non-refundable.

(d) Outstanding Fees. Overdue Fees shall bear interest at the fixed rate of twelve percent (12%) per annum, or, if such rate of interest exceeds that which may be collected under applicable law, then at the maximum rate of interest, if any, which may be collected under applicable law. Customer shall be responsible for FAL's costs of collection and reasonable attorneys' fees. FAL shall have no obligation to perform Services if any Fees are late or outstanding and may terminate this Agreement and/or any Work Order at any time that any Fees are late or outstanding.

(e) Payment Method. Customer shall provide FAL with a method of payment at the time it submits any Work Order. Customer represents and warrants that, with respect to the payment method selected: (i) any credit information supplied is accurate and complete; (ii) Customer is authorized to use the payment method provided; (iii) FAL is authorized to charge Customer for the Services using such payment method; and (iv) Customer agrees to pay all Fees incurred, including any charges incurred for dishonored payments, by means of such payment method (or as may otherwise be agreed by FAL in writing).

(f) Term. The term of this Agreement shall commence as of the date of execution and, subject to the other terms and conditions set forth herein, continue for one (1) year. Thereafter, subject to the other terms and conditions set forth herein, the Agreement shall automatically renew for additional one (1) year terms beginning on each anniversary of the execution of the Agreement unless either party shall provide written notice of its intent not to renew the Agreement no fewer than thirty (30) days prior to the expiration of then-current term.

5. Authorization to Act on Customer's Behalf.

(a) Customer acknowledges and agrees that FAL may submit Customer's information and Customer Data to government agencies on Customer's behalf. Subject to the terms and conditions of this Agreement, Customer hereby appoints FAL as its agent and grants FAL permission to act on behalf of Customer solely in connection with the performance of the Services.

(b) Customer expressly acknowledges and agrees that FAL may, from time to time, create email and other service accounts on behalf of the Customer, and, in so doing, select usernames and passwords for such accounts. FAL will provide username(s) and password(s) for such accounts to Customer upon Customer's request therefor, provided that no Fees are overdue or outstanding under this Agreement. Requests for usernames and/or passwords pursuant to this paragraph shall be made by email to Support@freeagendlifestyles.com or by phone call to (833) 454-3378.

6. Customer Representations and Warranties. Customer represents and warrants that:

(a) it is authorized to disclose all of the information it discloses to FAL, including but not limited to the Customer Data; and

(b) all information provided to FAL, including but not limited to the Customer Information, is accurate and complete to the best of Customer's knowledge, and is not submitted for the purpose of defrauding any party or committing any unlawful act.

7. Limitations of Liability and Warranty.

(a) LIMITATION OF LIABILITY. Except for claims directly related to a breach of the Customer's representations and warranties or a claim for indemnification hereunder, neither party's aggregate liability arising out of or relating to this Agreement, including, without limitation on account of performance or nonperformance of obligations hereunder, regardless of the form of the cause of action, whether in contract, tort (including, without limitation, negligence), statute or otherwise, shall exceed the amounts actually paid (or, in the case of the Customer's liability to FAL, payable) under this Agreement. OTHER THAN WITH RESPECT TO CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER, OR A BREACH OF THE REPRESENTATIONS AND WARRANTIES MADE HEREIN, NEITHER PARTY WILL

BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL OR PROFITS), ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SAME.

(b) NO WARRANTY. SERVICES PROVIDED BY FAL UNDER THIS AGREEMENT AND/OR ANY WORK ORDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER AND FAL HEREBY DISCLAIMS ANY AND ALL IMPLIED OR EXPRESS WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnification. Customer expressly agrees to indemnify, defend and hold FAL and its officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any party due to or arising out of: (i) Customer's use of the Services; (ii) the use by FAL of any Customer Data, (iii) any breach of any of the representations and warranties made by Customer hereunder; or (iv) violation by Customer of any of any applicable law.

9. Miscellaneous.

(a) Legal Compliance. Customer agrees to comply with all applicable laws, statutes, ordinances, and regulations at all times.

(b) Modification and Waiver. No modification of this Agreement will be deemed effective unless in writing and signed by each of the parties. The failure of either party to enforce any right or obligation under this Agreement shall not be deemed a waiver thereof unless in writing and signed by the party against whom enforcement of the waiver is sought and shall not prevent the later enforcement of such right or obligation.

(c) Governing Law. This Agreement will be governed by the laws of the State of Nevada without regard to conflict of law principles.

(d) Arbitration. Any controversy or claim arising out of or relating to this Agreement or the validity, inducement or breach thereof, shall be settled by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then pertaining, except where those rules conflict with this provision, in which case this provision controls. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitrator shall be an attorney who has at least fifteen (15) years of experience with a law firm or corporate law department or who was a judge of a court of general jurisdiction, unless the parties agree otherwise. The arbitration shall be held in Nevada and, in rendering the award, the arbitrator must apply the substantive law of Nevada. Notwithstanding the foregoing, each party shall have the right to seek and obtain from the appropriate court equitable remedies such as attachment, preliminary injunction, replevin, etc., to avoid irreparable harm.

(e) Electronic Signature. By selecting the "I Accept" button, you are signing this Agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting "I Accept" you consent to be legally bound by this Agreement's terms and conditions as if actually signed by you in writing. You also agree and represent that no certification authority or other third party verification is necessary to validate your electronic signature and that you are authorized to enter into this Agreement on behalf of yourself or your company.

(f) Severability. If any of the provisions or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions will not be affected.

(g) Entire Agreement. This Agreement, together with the Work Order, represents the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements, written or oral, regarding the Software to be provided by FAL. In the event of any conflict between the terms and conditions of this Agreement and those of any other agreements entered into pursuant to this Agreement, this Agreement's terms and conditions will control.

(h) Assignment; Binding Effect. Neither party may assign this Agreement, or any part hereof, without the prior written consent of the other party. This Agreement is binding upon and is for the benefit of the parties, and their respective successors and assigns.

(i) Force Majeure. Neither party shall be liable to the other party arising out of delays or failures to perform under this Agreement to the extent that any such delays or failures result from any cause beyond the reasonable control of the party affected, including without limitation, fire, earthquake, explosion, casualty, strike, war, riot, civil disturbance, act of God, any state of national law, decree or ordinance, or any executive or judicial order provided that the affected party promptly informs the other of all relevant information. If any such force majeure event extends beyond thirty (30) days, either party shall have the right to terminate this Agreement upon written notice to the other party.

(j) Surviving Obligations. Termination or expiration of this Agreement for any reason will not affect or negate any obligations of the parties which arose prior to the effective date of such termination or expiration.