

This Master Services Agreement (this "Agreement") is entered into on the applicable "Effective Date" commensurate with a signed Scope of Work, by and between Three21 Creative, LLC., (the "Company"), a Florida limited liability company located at 121 South Orange Avenue, Suite 980N, Orlando, FL 32801, and the "Client".

WHEREAS, the Company is in the business of providing digital marketing, brand, web, and video marketing solutions; and

WHEREAS, Client is in need of and desires to engage the Company to provide such services pursuant to the terms set forth herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Services. The Company shall provide to Client the services (the "Services") described in one or more statements of work (each an "SOW"), the terms of which are incorporated herein. The initial agreed-upon SOW is attached hereto as Exhibit A. Any services outside of an SOW or changes to a previously approved SOW requested by Client shall be subject to an additional SOW or an amendment to an existing SOW. Additional or amended SOWs shall be deemed accepted and agreed to upon execution by the Company and Client.

2. Fees and Expenses.

A. Fees. For the performance of the Services, Client shall pay the Company as set forth in and in accordance with each SOW.

B. Expenses. Client shall reimburse the Company for all reasonable expenses incurred in connection with the Services or an SOW. Such expenses may include, but are not limited to, expenses in connection with web hosting, email service providers, plug-ins and integrations, content management systems, merchant services, and other software programs.

C. Payment. Unless otherwise provided in an SOW, Client shall pay to the Company the full amount of any invoice within 30 days of receipt by Client. The Company may suspend performance of the Services and withhold delivery of any work product until payment in full of all amounts due.

3. Relationship of the Parties. The Company and Client are separate and independent entities. Both parties are acting as independent contractors. No provision of this Agreement is intended to create any employer-employee relationship, partnership, or joint venture.

4. Confidentiality. In the course of performing the Services, the Company and Client acknowledge that each may receive or become familiar with Confidential Information of the other party. "Confidential Information" includes, but is not limited to, a party's research, development, trade secrets, and business affairs, and includes concepts presented by the Company but not used or selected by Client. The Company and Client agree to maintain in confidence and not disclose each other's Confidential Information, and to use such Confidential Information for the performance of this Agreement and each SOW only. Following termination of this Agreement and payment of all fees due, upon the request of the disclosing party, the receiving party shall return or destroy (at the disclosing party's discretion) all Confidential Information of the disclosing party. Confidential Information shall not include information that (i) is in the public knowledge through no violation of confidentiality; (ii) was in the recipient's possession prior to disclosure by the disclosing party through no violation of confidentiality; or (iii) was independently developed by the receiving party without reference to the other party's Confidential Information.

5. Term/Termination. The term of this Agreement shall commence as of the date hereof and shall continue for the period set forth in each SOW. Parties agree to provide at least thirty (30) days written notice with intent to discontinue the relationship to other party before the end of the initial term. In the event of a termination, Client shall pay to the Company all fees earned and reimburse the Company for all expenses incurred in connection with the Services through the termination date. Following receipt of such payment, the Company will transfer to Client all work product and raw materials belonging to the Client in the Company's possession or control. Notwithstanding anything to the contrary, Client may terminate this agreement at any time by providing 60-days written notice.

6. Indemnification. Client agrees to indemnify, defend, and hold harmless the Company (including its officers, directors, employees, agents, affiliates, successors, and assigns) from and against any and all losses, damages, liabilities, claims, actions, judgments, settlements, penalties, fines, costs, and expenses (including reasonable attorneys' fees) incurred by the Company related to or arising out of this Agreement and each SOW.

7. Notice. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States or other recognized delivery courier (i.e., UPS or FedEx) properly addressed to the appropriate party at the address set forth below:

8. Miscellaneous.

A. Entire Agreement/Amendment. This Agreement and each SOW constitutes the entire agreement of the parties with regard to the subject matter hereof and replaces and supersedes all other agreements or understandings, whether written or oral, between the parties. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties. Client acknowledges and agrees that it has not relied on any proposals, statements, or representations of any nature whatsoever, whether written or oral, made by the Company or any other person except as specifically set forth in this Agreement, including each SOW.

B. Binding Effect/Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. No party shall assign its rights or duties under this Agreement without the prior written consent of the other party.

C. Governing Law. This Agreement shall be governed by the laws of the State of Florida.

D. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

E. Waiver. Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any other right, condition, or covenant.

F. Dispute Resolution. The parties agree that any dispute, claim or controversy arising under, out of, or in relation to this Agreement shall be litigated in a court of law in Orange County, Florida. The parties agree that the sole and exclusive venue and jurisdiction for filing and maintaining any lawsuit or action shall be in Orange County, Florida, and the parties waive the right to institute and maintain any lawsuit or action in any other courts or forums whatsoever. The parties, by executing this Agreement, consent and submit themselves to the personal jurisdiction of the Florida courts. The prevailing party in such action shall be entitled to collect from the non-prevailing party all costs of such action, including, but not limited to, attorneys'

fees and costs through all levels of the action, including any appeals. Client agrees that it waives any damages other than actual damages, including without limitation, special, indirect, incidental, consequential, exemplary, and punitive damages. The parties agree to waive their right to a jury trial.

ALL PAYMENT SHOULD BE REMITTED TO:

Three21 Creative, LLC.
ATTN: Account Receivable
121 South Orange Avenue, Suite 980N, Orlando, FL 32801

Exhibit A

'NAME OF SOW.pdf'

