

1. General Terms and Conditions & Scope

1.1 All legal transactions between **The Client** and Fix Logistix LLC (**The Company**) shall be subject to these General Terms and Conditions exclusively. The version valid at the time the Contract is concluded shall be applicable.

1.2 These General Terms and Conditions shall also apply to any future contractual relationships even if these General Terms and Conditions are not expressly referred to in collateral contracts.

1.3 Any conflicting General Terms and Conditions on the part of the Client shall be invalid unless they have been explicitly accepted in writing by the Company.

1.4 If any provision of these General Terms and Conditions is or becomes invalid, the other provisions and any contracts concluded pursuant to these provisions shall not be affected thereby. The invalid provision shall be replaced by a provision which best corresponds to the intention and economic purpose of the invalid provision.

2. Scope of Consulting Assignments / Representation

2.1 The scope of each consulting assignment shall be individually agreed by contract and/or a Statement of Work (SOW) which will cover:

- (i) Description of the services and deliverables.
- (ii) Start and termination of each consulting assignment.
- (iii) Compensation and payment terms.

3. Maintenance of Independence

3.1 The contracting parties shall be committed to mutual loyalty.

3.2 The contracting parties shall be obligated to take all necessary measures to ensure that the independence of all persons working for The Company and/or of any third parties employed by the Company is not jeopardized. This applies particularly to any employment offers made by the

Client or the acceptance of assignments on their own account.

4. Reporting, Communication and Obligation to Report

4.1 Client agrees the communication is to be via email, phone calls, conference calls and scheduled development calls, visits to their offices or shipping locations.

4.2 The Company shall be obligated to report to the Client on the progress of services performed by persons working for the Company and/or any third parties employed by the Company.

4.3 The Company shall deliver the final report in a timely manner, i.e. depending on the type of assignment, two to four weeks after completion of the assignment.

4.4 The Company shall not be bound by directives while performing the agreed service and shall be free to act at the Company's discretion and under the Company's own responsibility. The Company shall not be required to work in any particular place or to keep particular working hours.

4.6 The Company shall be entitled to subcontract, in whole or in part, the services for which the Company is responsible to third parties. Payment of said third parties shall be affected exclusively by The Company. No contractual relationship of any kind shall exist between the Client and said third party.

5. Ownership of Materials

5.1 The Company shall retain all copyrights to any work done by the Company and/or by persons working for the Company and/or by third parties employed by the Company, including but not limited to tenders, reports, analyses, expert opinions, organization charts, programs, performance descriptions, drafts, calculations, drawings, data media, etc. (except for work product specifically produced for the Client which for which there will be joint ownership)..

5.2 During the contract period and after termination thereof, the Client may use these materials exclusively for the purposes described

under the Contract. Therefore, the Client shall not be entitled to copy or distribute these materials without the explicit consent of The Company.

6. Mutual Confidentiality / Data Protection

6.1 Except as provided elsewhere in this Agreement, all information disclosed by one Party to the other Party, shall be deemed to be confidential and proprietary ("Proprietary Information"). Such Proprietary Information includes, without limitation, information regarding marketing, sales programs, sales volume, sales conversion rates, sales methods and processes, sales proposals, products, services, vendors, customer lists, training manuals, sales scripts, telemarketing scripts, names of investors, and customer information, operating procedures, pricing policies, strategic plans, intellectual property, information about a Party's employees and other confidential or Proprietary Information belonging to or related to a Party's affairs. The receiving Party acknowledges and agrees that in any proceeding to enforce this Agreement it will be presumed that the Proprietary

6.2 Information constitutes protectable trade secrets, and that the receiving Party will bear the burden of proving that any portion of the Proprietary Information was publicly or rightfully known and disclosed by the receiving Party. The Parties, their employees, subsidiaries, affiliates, agents, and assigns agree to hold all Proprietary Information, regardless of when or how disclosed, in strict confidence and with not less than the same degree of care that they provide for their own confidential and proprietary information. The Parties warrant and represent that the degree of care contemplated herein is adequate and the Parties will take all steps reasonably necessary to preserve such Proprietary Information.

6.3 Nothing in this Agreement shall prohibit or limit the receiving Party's use of information that can be demonstrated as; (a) previously known to the receiving Party, (b) independently developed by the receiving Party, (c) acquired from a third party not under similar nondisclosure obligations to the disclosing Party, or (d) acquired through the public

domain through no breach by the receiving Party of this Agreement.

6.4 License; Client grants The Company a limited, nontransferable, nonexclusive license to copy, use, store, set up, publicly display, publicly perform and transmit any trade names, trademarks, service marks, copyrights, content, text, images, software, functionality, page and other design and layout, media and other materials therein and solely in connection with creation of the Campaign and direct response marketing in accordance with this Agreement. Other than as specifically provided herein, the Parties, their employees, subsidiaries, affiliates, agents and assigns, shall make no disclosure of any Proprietary Information without the express written consent of the other Party. In addition, neither Party shall use the Proprietary Information for any purpose other than purposes related to their business relationship as laid out in this Agreement. In the event that the receiving Party is required by applicable law, rule, regulation or lawful order or ruling of any court, government agency or regulatory commission to disclose any Proprietary Information, the receiving Party understands that the disclosing Party may desire to seek an appropriate protective order or take steps to protect the confidentiality of such Proprietary Information. Consequently, the receiving Party agrees that it will provide the disclosing Party with prompt notice of such request(s).

6.5 Portfolio Release; Client agrees that The Company has the right to use materials created pursuant to this Agreement for The Company's portfolio, samples, self-promotion including advertising for The Company's business including without limitation Facebook or Instagram, or any other social media platform. In the event Client wishes to exclude some specific materials from the release under this paragraph, or to limit the time period of such release, The Company and Client may agree in writing to such limitation.

6.6 Remedies; The Parties acknowledge that the Proprietary Information exchanged is valuable and unique and that disclosure in breach of this Agreement will result in irreparable injury to the adversely affected Party, for which monetary damages, on their own, would be inadequate.

Accordingly, the Parties agree the adversely affected Party shall have the right to seek an immediate injunction enjoining any such breach or threatened breach of the Agreement.

7. Warranties & Guarantees

7.1 The Company does not warrant or guarantee any specific level of performance or results. Example of results obtained for other clients of The Company may be used as a marketing tool and shown to Client for demonstrative purposes only and should not be construed by Client as indicating any promised results or level of results.

7.2 The Company shall be entitled and obligated, regardless of fault, to correct any errors and/or inaccuracies in the Company's work which have become known subsequently. The Company shall immediately inform the Client thereof.

7.3 This right of the Client expires six months after completion of the respective service.

8. Limitation of Liability

8.1 The Company shall not be liable for any incidental, consequential, indirect or special damages, or for any loss of profits or business interruptions caused or alleged to have been caused by the performance or nonperformance of the Services. Client agrees that, in the event The Company is determined to be liable for any such loss, Client's sole remedy against The Company is limited to a refund of the lesser of (i) the actual damage suffered by the Company as a result of such non-performance or (ii) the payments made by Client for said Services as outlined in item 2 above or (if applicable) one monthly retainer fee, less expenses paid to subcontractors or to third parties.

8.2 The Company is not responsible for errors which result from faulty or incomplete information supplied to The Company by Client. Client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. The Company shall not be liable to Client for any costs, damages or delays due to causes beyond its control, expressly including without limitation,

unknown site characteristics, changes in policies, changes in terms of services.

8.3 In no event will the Company be liable for any indirect, special, or consequential damages nor for any claim against the Company by any person or entity arising from or in any way related to this agreement.

9. Disclosure

9.1 The Company is not an Attorney, nor licensed to practice law. Discussions can skirt legal issues and should be interpreted as opinions, or things to consider. If legal advice is desired, Client should consult an Attorney.

9.2 The Company is not a CPA, nor a Tax Professional. Discussions can and do involve accounting and presentation of financial results and projections. When Tax advice is requested, Client needs to contact a CPA or Tax professional.

9.3 The Company may receive referral fees from 3rd parties.

9. Electronic Invoicing

9.1 The Company shall be entitled to transmit invoices electronically. The Client agrees explicitly to accept invoices transmitted electronically by The Company.

10. Duration of the Agreement & termination

10.1 Start and termination of the assignment agreements will be defined in accordance with item 2 of this agreement.

10.2 Apart from this, this Contract may be terminated for good cause by either party at any time without notice. Grounds for premature termination include the following:

(i) one party breaches major provisions of the Contract

(ii) one party is in delay with the payments after the beginning of insolvency proceedings

(iii) legitimate concerns exist regarding the Client's credit standing, even though insolvency proceedings

have not been opened, the Client fails to make an advance payment or to furnish suitable security at the Company's request and The Company didn't know about the Client's bad financial situation when the contract was concluded.

11. Handling of Disputes

11.1 The Parties agree that any dispute regarding this Agreement, and any claim made by Client for return of monies paid to The Company, shall be handled in accordance with applicable State and Federal laws. The Company will provide Client with an itemization of hours spent within a reasonable time upon the request of the Client and payment will be expected in full within 30 days from the date such itemization is provided. If Client does not pay for such hourly work upon The Company's demand and within 30 days, The Company reserves the right to initiate an action in court for breach of contract.

12. Final Provisions

12.1 Entire Agreement; This Agreement is the final, complete, and exclusive Agreement of the Parties. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the Parties.

12.2 Severability; If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, the remaining provisions of this Agreement shall remain in full force and effect.

12.3 Headings; The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of this Agreement.

12.4 Interpretation and Enforcement; The parties understand and agree that the construction and interpretation of this Agreement is governed by the laws of the State of California. If either party must initiate legal action to enforce this Agreement, the Parties agree that the proper venue for such action shall be the courts of the State of California.

Fix Logistix LLC,
Commerce CA, August 29 2020