

## **CONSULTING AGREEMENT**

THIS CONSULTING AGREEMENT (the "Agreement") is entered on (the "Effective Date") marked on the proposal attached with this agreement, by and between NextCore Media LLC ("Consultant") and ("Client"). Consultant and Client are sometimes referred to herein as the "Parties" and each individually a "Party".

### **RECITALS:**

1. Client wishes to retain Consultant as a consultant upon the terms and subject to the conditions set forth in this Agreement.
2. Consultant is willing to serve as a consultant to Client upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, Client and Consultant hereby agree as follows:

#### **1. ENGAGEMENT.**

- (a) Client hereby retains Consultant as a Consultant, and Consultant hereby accepts such position.
- (b) As a consultant, Consultant agrees to provide Client with such limited consulting services as Client may reasonably request in order to assist in digital marketing, social media marketing and digital media consulting services (the "Services").

The Services are outlined on your prepared scope of work and proposal documentation which is attached with this agreement.

#### **2. TERM.**

The term of this Agreement shall begin on the date hereof and continue until the provided Services are completed at full, unless earlier terminated pursuant to Section "4" of this agreement. If Client wishes to retain Consultant after the term of this agreement, a new agreement as mutually agreed between the parties can be created. The term of this agreement is outlined on the proposal and scope of work document provided and attached with this agreement.

#### **3. COMPENSATION.**

(a) As compensation for Consultant providing services to the Company pursuant to this Agreement, the Client agrees to pay the Consultant the sum equal to what is outlined on the proposal document attached with this agreement. The full installment is due and payable upon execution of this agreement.

(b) Payments shall be processed in one of the following methods:

- i. Automatically processed digitally through PayPal or another digital banking system each month for services to be rendered.
- ii. Processed by check for services to be rendered.

#### **4. TERMINATION.**

(a) Notwithstanding the provisions of paragraph 2 hereof, in the event either Party wishes to terminate this Agreement, that Party will be required to provide written notice to the other Party in an email or physical letter.

(b) Upon termination of this Agreement, all unpaid Fees hereunder shall become immediately due and payable.

#### **(According to Section 6 of the Terms of Service) Refund Policy:**

(c) Upon their execution on behalf of the Client no product provided by NextCore Media LLC are eligible for a refund, unless clearly written in the contract. All refund policies are created on a case by case basis. Client requested refunds for products already delivered by NextCore Media LLC will only be addressed if they are not prompted by NextCore Media LLC's failure to deliver and/or execute the product purchased by the Client. Refund requests may be denied at NextCore Media LLC's sole discretion once NextCore Media LLC has executed all expressed prerequisites for a specific product as denoted by that service's description on NextCore Media LLC's website.

#### **5. INTELLECTUAL PROPERTY.**

(a) Client Materials. All confidential information of Client and other materials delivered by Client (the "Client Materials") are, and shall remain, the property of Client. Client grants Consultant the rights to use all such Client Materials as necessary in the performance of the Services.

(b) Consultant Materials. As between the Parties, Consultant owns all right, title and interest in and to the proprietary methods, research, research results, tools, methods, analyses, reports, or information relating to the Services (including, without limitation, any such materials based on or incorporating Client Materials, except for the Client Materials therein) (collectively, "Consultant Materials"), the Services, the know-how, techniques or procedures used or acquired in creating the Consultant Materials or performing the Services, and any derivative works of any of the foregoing. Except as stated in this Agreement, no right, license, permission or interest of any kind in the Consultant Materials is intended to be given, transferred to or acquired by Client by the Agreement. Client is authorized to use such items only to the extent expressly authorized herein. Upon termination of the Agreement, Client's rights to and its use of the applicable Services and Consultant Materials shall promptly cease.

(c) Client gives permission to Consultant to utilize public online photos, videos and social information (including statistics from any social media platform and website) for promotional purposes and quality assurance of NextCore Media services.

## **6. DISCLAIMER OF WARRANTY.**

The Consultant does not warrant that the Services and/or Consultant Materials provided under this Agreement will provide the results that Client expects.

## **7. LIMITATION OF LIABILITY**

In no event will Consultant be liable for special, indirect, incidental or consequential damages, or loss of profits, arising from the relationship or the conduct of business hereunder. Liability of Consultant in any and all categories, including, but not limited to mistake, negligence, acts or omissions, intentional acts, and breach, will not exceed in the aggregate of one (1) month's average of fees paid hereunder. Client agrees that this Limitation of Liability is a critical consideration for the Consultant entering into this agreement.

## **8. INDEMNIFICATION AND HOLD HARMLESS**

The Client agrees to defend, indemnify and hold harmless the Consultant from any and all actual or alleged claims, demands, causes of action, liability, loss, damage whether brought by an individual or other entity, or imposed by a court of law or administrative action of any federal, state, or local governmental body or agency and against any losses and expenses (including, without limitation, the payment of all penalties, fines judgments, awards, decrees, court costs and attorney's fees) arising out of any actions taken or services provided by Consultant on behalf of the Client during the Consulting Period or for any prior period the Consultant provided Consulting services to the Client.

## **9. LATE FEES**

Consultant requires all amounts due pursuant to this agreement to be paid promptly when due. If payment is not received within 3 days from due date, a late charge in the amount of 15% of the total amount due will be assessed and become due immediately. Further for each 30 days an amount due remains unpaid, an additional late charge of 15% will be assessed and become due immediately. If payment is not submitted after 3 days from due date, Consultant can discontinue all services until payment is processed and received.

## **10. GENERAL PROVISION.**

(a) This Agreement contains the final, full and complete agreement and understanding between the Parties relating to the subject matter hereof and supersedes and preempts any prior or contemporaneous agreements, arrangements, understandings or representations by or between the parties, whether written or oral, relating thereto.

(b) No amendments or other modifications to this Agreement may be

made except by a writing signed by both parties.

(c) Every provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement.

(d) Each Party shall be deemed to be an independent contractor and not an agent or employee of the other Party. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement.

(e) This Agreement and the relationships of the Parties in connection with the subject matter of this Agreement shall be construed and enforced according to the laws of the State of New York

(f) Consultant and Client will work cooperatively to resolve any dispute arising out of or relating to this Agreement amicably. If at any time a Party wishes to escalate the dispute, the Parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal courts located in the State of New York, County of Suffolk.

(g) Any notice or other communication given or made hereunder shall be in writing and shall be deemed to have been given or made: (a) if by personal delivery, immediately upon delivery; (b) if by certified mail, return receipt requested, the third business day after delivery to the U.S. Postal Service; (c) if by facsimile transmission (with confirmation thereof) or email transmission, one business day after transmission; or (d) if by Federal Express, Express Mail, or any nationally recognized overnight courier service, one business day after delivery to the overnight courier service, in each case addressed to the address for each Party set forth on the signature page hereof (or to such other addresses, facsimile number, or person as a party may designate by notice as required under this section to the other parties)

(h) This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but when taken together as a whole shall constitute one and the same instrument.

**IN WITNESS WHEREOF, by providing your signature on the scope of work and proposal document attached with this agreement, the Parties will have executed this Consulting Agreement as of the day and year stated in the proposal documentation**



