

TECHNOLOGY SERVICES AGREEMENT

Fotello, Inc. ("*Fotello*") provides a marketplace where persons who seek local services can be matched with persons who provide local services. This marketplace is accessible online at fotello.com and through its other systems, websites, and mobile applications (collectively, "*Fotello Service*").

This Technology Services Agreement ("*TSA*") constitutes a legally binding agreement between you, an individual ("*you*"), and Bonne Courage, LLC ("*Company*") governing: (a) your access to and use of the Fotello Service; (b) your relationship with Company, and; (c) your relationship with your Clients (as defined below).

You desire to enter into this TSA for the purpose of receiving and fulfilling on-demand requests for local services including, but not limited to, taking pictures, and shooting video ("*Local Services*"). Specific requests for Local Services ("*Jobs*") are described and submitted by Clients (as defined below). Company, a subsidiary of Fotello, offers and, if accepted, assigns these Jobs to independent providers ("*Field Reps*").

You acknowledge and agree that Company is a provider of technology services only. Company does not provide any local services.

In order to use the Fotello Service, you must agree to the terms and conditions set forth herein. Upon your execution (electronic or otherwise) of this TSA, you and Company shall be bound by the terms and conditions set forth herein.

THIS TSA CONTAINS A BINDING AND FINAL ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 37). PLEASE READ CAREFULLY, INCLUDING YOUR RIGHT, IF APPLICABLE, TO OPT OUT OF ARBITRATION. BY ENTERING INTO THIS TSA, YOU EXPRESSLY ACKNOWLEDGE THAT YOU UNDERSTAND THIS TSA (INCLUDING THE DISPUTE RESOLUTION AND ARBITRATION PROVISION DESCRIBED IN SECTION 37) AND ACCEPT ALL OF ITS TERMS.

YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.

HIGHLIGHTS OF THIS AGREEMENT

The Fotello Service is provided without warranty and Company has no liability regarding the Fotello Service.

Company is a technology services provider only and does not actually perform any local services.

On-demand services are inherently difficult to predict and Company does not guarantee you any amount of Jobs.

Company does not perform background checks on your Clients or on its Field Reps. You should always exercise care when meeting any one you do not know well.

No training is required.

In order to be approved for a Job Type, you will need to pass a quick test to prove you possess the required skills.

Company does not provide any equipment to you.

Company does not require you to have or use a vehicle.

You are not required to wear any uniform or display any logos, symbols, or insignia.

All expenses, including any required licensing or permits, are your responsibility.

Any Job offered to you by Company is always optional.

Company has no interest in how many hours or how few hours you choose to work.

Company does not supervise, direct, or control the manner, method, or order in which you choose to complete Jobs.

You are operating as your own business.

You are not eligible for any benefits offered to employees of Company.

You bear the sole risk of profit or loss from your decisions.

You may hire and train as many assistants as you like.

You are encouraged to employ your skills working with other companies.

The amount you charge to your Client is determined by the Fotello Service.

Company charges you a platform fee for access to and use of the Fotello Service, as outlined in Section 18.

1. Definitions

"*Client*" means an individual authorized by Fotello to use the Fotello Service for the purpose of creating on-demand requests for Local Services.

"*Client Information*" means information about your Client made available to you, which may include Client's name, address, contact information, and other personal details.

"*Company Data*" means all data related to the access and use of the Fotello Service hereunder, including all data related to your Clients (including Client Information), all data related to the provision of Local Services through the Fotello Service, and all data related to the Fotello Service.

"*Job Type*" means a type of local service including, but not limited to, pictures, video, and drone video.

"*Job*" means a specific instance of Local Services requested by a Client and of a specific Job Type containing address, information, directions, notes, and other instructions for completion of the local service.

2. Credentials

Company will issue you a password that, used in combination with your email address ("*Credentials*"), enables access to and use of the Fotello Service in accordance with this TSA. Company reserves the right to deactivate your Credentials if you have not fulfilled a request for Local Services in longer than one year.

You agree that you will maintain your Credentials in confidence and not share your Credentials with any third party. You will immediately notify Company of any disclosure, improper use, suspected breach, or actual breach of your Credentials.

You acknowledge and agree that at all times, you shall (a) possess the appropriate and current level of training, expertise, and experience to complete Jobs in a professional manner with due skill, care, and diligence and (b) provide Local Services while maintaining high standards of professionalism, service, and courtesy.

You acknowledge and agree that Company reserves the right, at any time in Company's sole discretion, to deactivate your Credentials or otherwise restrict you from accessing or using the Fotello Service if you fail to meet the requirements set forth in this TSA.

3. Skills Required

You acknowledge that certain skills are required to complete Local Services and that Company has the right to provide an initial test of your skills before turning on each Job Type.

Company also reserves the right to conduct periodic reviews of the work provided to your Clients to ensure your skills have not degraded and that your Clients are receiving the quality of work they expect from a skilled laborer contracted to complete Local Services.

Where possible, the Fotello Service will use objective factors to measure the actual quality of work submitted (including the resolution and orientation of pictures and videos). The quality of the work you submit through the Fotello Service to your Clients, as measured by both objective factors and our subjective review process, is a substantial factor in the process for offering Jobs to Field Reps, i.e. better quality work should result in more Jobs being offered.

4. Name & Likeness

Your name, photo, and/or likeness will be displayed throughout the Fotello Service, including but not limited to websites accessible by the public, and potentially in published marketing materials. By uploading a photo into the "headshot section" of the Fotello Service, you are hereby giving your express consent for Company, its Affiliates, and/or Fotello to use such photo in any or all of its publications, such as the websites and applications that comprise the Fotello Service and on printed materials, such as brochures used for marketing, without payment, remuneration, or other consideration.

5. Non-Exclusivity of Territories

Field Reps are not assigned to any particular areas of operation and are not provided with exclusive territories. Company may appoint additional Field Reps in your area without liability or obligation to you.

6. Non-Discrimination

Company does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status in any of its activities or operations. These activities include, but are not limited to, selection of volunteers and vendors, appointing Field Reps, offering of Jobs, and provision of services. We are committed to providing an inclusive and welcoming environment for all Field Reps, Clients, volunteers, contractors, vendors, and our community at large.

7. Provision of Local Services

If you are in the vicinity of the address of a Job, you may be offered the Job via email or text message notification.

If you accept a Job, the Fotello Service will provide you (via email or text message) with the information provided by your Client detailing the Job, including the address, information, directions, notes, and other instructions for completion of the local service requested.

Upon your acceptance of a Job, Fotello may also automate communication from you via email or text message to your Client in order to open a line of communication and to begin coordination. In order to enhance Client satisfaction with the Fotello Service and with you, it is recommended that you reply to your Clients quickly and communicate with your Clients regularly.

You acknowledge and agree that once you have accepted a Job, certain information about you may be provided to your Client, including your name, approximate location, contact information, and photo. You shall not contact any Clients or use any Client's personal data, including contact information, for any reason other than for the purposes of completing the Job.

You acknowledge and agree that you are solely responsible for determining the most effective, efficient, and safe manner to perform each Job and, except for the Fotello Service, you shall provide all necessary equipment, tools, and other materials necessary to complete Jobs at your own expense.

8. Your Relationship with Your Clients

You acknowledge and agree that your capacity as a Field Rep creates a direct business relationship

between you and Client. Company is not responsible or liable for the actions or inactions of your Client in relation to you, or your activities. You shall have the sole responsibility for any obligations or liabilities to your Clients or any third parties that arise from your direct business relationship with your Clients.

You acknowledge and agree that you are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws, including motor vehicle financial responsibility laws) to protect yourself from any acts or omissions of your Client or any third party.

For all Clients introduced to you by the Fotello Service, you agree to direct all future work requested by Clients, and that qualifies as a Job Type that can be submitted through the Fotello Service, to be submitted as Jobs through the Fotello Service.

You acknowledge and agree that Company may release your contact information to your Client upon such Client's reasonable request.

9. Your Relationship with Company

You acknowledge and agree that using the Fotello Service creates a direct business relationship between Company and you. Company does not, and shall not be deemed to, direct or control you generally or in your performance under this TSA specifically, including in connection with your capacity as a Field Rep, your acts, or your omissions. You retain the sole right to determine when, where, and for how long you will utilize the Fotello Service. You retain the option to accept, decline, or ignore any and all Jobs offered to you via the Fotello Service, or to cancel an accepted Job. Company shall have no right to require you to wear a uniform or any other clothing displaying Company's or any of its Affiliates' names, logos, or colors.

You acknowledge and agree that you have complete discretion to provide services for other companies and individuals and/or otherwise engage in other business or employment activities. For the sake of clarity, you understand that you retain the complete right to (a) use other software application services in addition to the Fotello Service; and (b) engage in any other occupation or business.

Except as otherwise expressly provided herein with respect to Company acting as the limited payment collection agent solely for the purpose of collecting payment from your Clients on your behalf, the relationship between the parties under this TSA is solely that of independent contracting parties. The parties expressly agree that (a) this TSA is not an employment agreement, nor does it create an employment relationship, between Company and you; and (b) no joint venture, partnership, or agency relationship exists between Company and you.

You have no authority to bind Company or its Affiliates and you agree not to hold yourself out as an employee, agent, or authorized representative of Company or its Affiliates. Where, by implication of mandatory law or otherwise, you may be deemed an agent or representative of Company, you undertake and agree to indemnify, defend (at Company's option) and hold Company and its Affiliates harmless from and against any claims by any person or entity based on such implied agency or representative relationship.

10. Restricted Activities

With respect to your use of the Fotello Service and your participation as a Field Rep, you agree not to:

- add any watermarking to pictures or videos, unless expressly requested by your Client;

- impersonate any person or entity;
- stalk, threaten, or otherwise harass any person, or carry any weapons;
- verbally or physically attack a Client, Field Rep, or employee of Company or its Affiliates;
- commit unethical or illegal conduct in connection with the provision of Local Services;
- violate any law, statute, rule, permit, ordinance or regulation;
- interfere with or disrupt the Fotello Service or the servers or networks connected to the Fotello Service;
- post Information or interact on the Fotello Service in a manner which is fraudulent, libelous, abusive, obscene, profane, sexually oriented, harassing, or illegal;
- use the Fotello Service in any way that infringes any third party's rights, including: intellectual property rights, copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy;
- post, email, or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Fotello Service;
- "frame" or "mirror" any part of the Fotello Service without our prior written authorization;
- use meta tags or code containing any reference to us in order to direct any person to any other web site for any purpose;
- modify, adapt, translate, reverse engineer, decipher, decompile, or otherwise disassemble any portion of the Fotello Service or any software used on or for the Fotello Service;
- rent, lease, lend, sell, redistribute, license, or sublicense the Fotello Service or access to any portion of the Fotello Service;
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Fotello Service or its contents;
- act in any way which disparages the business integrity of Company or its Affiliates or, in the sole opinion of Company, may adversely affect the business reputation of Company or its Affiliates;
- transfer or sell your Credentials to any other party; or
- perform work for any Client, who was first introduced to you through the Fotello Service, outside of those submitted and assigned to you as Jobs through the Fotello Service, provided the work is of a Job Type that could be submitted through the Fotello Service;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age, or sexual orientation.

11. Ratings

You acknowledge and agree that after your completion of a Job, your Client will be prompted by the Fotello Service to provide a rating of you and your performance ("*Rating*") and may also be

requested to provide comments or feedback regarding their experience ("*Comments*").

You acknowledge that Company desires that Clients have access to high-quality services via the Fotello Service. Your average Rating is intended to reflect your Clients' satisfaction with your Local Services rather than your compliance with any of Company's policies or recommendations. The average of your Ratings is one of the most substantial factors in the process for offering Jobs to Field Reps and in determining the order of Field Reps that a Job may be offered to, especially when several Field Reps are active and near the location of location of the Job.

Company and its Affiliates reserve the right to use, share, and display Ratings and Comments in any manner in connection with the business of Company and its Affiliates without attribution to you or your approval. You acknowledge and agree that Company and its Affiliates are distributors (without any obligation to verify) and not publishers of Ratings and Comments, provided that Company and its Affiliates reserve the right to edit or remove Comments in the event that such Comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws or Company's or its Affiliates' content policies.

12. Devices

You are encouraged to use a mobile device for communication, scheduling, taking pictures and video, and for all other Local Services. These activities typically use very minimal amounts of data, however, in order to minimize data usage against your data plan, you should only upload pictures and video once you return to your computer or once your mobile device is connected to an internet connection that does not charge for data usage against the data plan for your mobile device (such as your personal home wi-fi).

COMPANY ADVISES THAT YOUR MOBILE DEVICE ONLY BE USED UNDER A DATA PLAN WITH UNLIMITED OR VERY HIGH DATA USAGE LIMITS, AND COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FEES, COSTS, OR OVERAGE CHARGES ASSOCIATED WITH ANY DATA PLAN.

Company recommends you use a mobile device that meets or exceeds the criteria set by the Fotello Service, https://www.fotello.com/Files/Recommended_Mobile_Devices.pdf, which may be updated from time to time.

13. Ownership of Work Produced

All pictures and videos taken, documents created, and all other files produced by Field Rep in the course of performing Local Services shall be deemed works made for hire, as that term is defined in Title 17 of the United States Code, and your Client shall be the sole owner of such files and of all rights, including copyrights, in such files. Field Rep shall execute all documents and perform such other acts, as Company or Client may deem necessary to secure for Client all such ownership rights.

After confirmation of successful transfer of files to the Fotello Service, copies of all files (e.g. video, pictures, and documents) should be promptly destroyed, including photo negatives or printed copies.

14. Communications

You agree to receive communications from Company through postal mails, emails, text messages, phone calls, and/or push notifications on your mobile device. You agree to and understand that the phone calls and text messages you receive may be pre-recorded messages from automated systems. We strongly suggest you possess a data plan that includes unlimited text messages, as your mobile

phone provider will apply standard text messaging charges to text messages sent to you by Company.

While you are not technically required to consent to receive emails, text messages, or phone calls in order to access the Fotello Service and operate as a Field Rep, you acknowledge that opting out of receiving communications from Company will severely impact your ability to operate effectively and timely.

15. Right of Refusal

You have the absolute right to refuse to accept any Job, for any reason, at any time. This is especially true in cases where you believe, based on details provided by your Client, you would be uncomfortable.

Once accepted, you may still refuse to complete any Job where the environment, instructions given, or other factors make you feel uncomfortable, as determined by you in your sole discretion.

16. Manner and Method

You have the sole right to control and direct the means, manner, and method by which the Local Services described by this TSA will be performed. You, in your sole discretion, shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

Company's only interest is in Client satisfaction, which is measured by Ratings, response time to accept Jobs, time to complete Jobs, response time to communications, meeting or exceeding the Client-provided Job requirements, repeat business, and any manually-written letters of complaint or praise.

17. Assistants

You have the right to hire assistants to provide Local Services. As applicable, you are responsible for checking and verifying the experience and skill levels, and for providing any training needed, for your hired assistants.

Company may not control, direct, or otherwise supervise your assistants in the provision of Local Services; however, Company will hold you accountable for any and all services performed by your assistants.

18. Job Fee, Platform Fee, Service Fee, and Your Payment

You charge a fee to your Client for each Job that is requested, provisioned, and completed via the Fotello Service ("*Job Fee*"). The Job Fee is automatically calculated by the Fotello Service and such calculation is available to anyone at any time by visiting www.fotello.com. This calculation ("*Fee Calculation*") begins with a base fee amount for the Job Type, plus any distance (as calculated by Company using your location (known by the Fotello Service) compared to the address of the Job) that is more than the distance included in the base fee amount, plus upgrades selected by your Client, such as rush delivery, additional pictures, additional videos, or time needed on site at Job (such as for the duration of an event).

You understand and agree that in order to facilitate a seamless and effortless experience for you and for your Clients, this Fee Calculation is published, calculated, and displayed to your Clients before requesting Jobs. You expressly waive the right to charge a Job Fee separate or different from the Job Fee determined by the Fee Calculation.

The Fee Calculation (and therefore, Job Fee) does not include any gratuity, tolls, taxes, or other

expenses incurred during the provision of Local Services.

The Fee Calculation (and therefore, Job Fee) does not include optional upgrades selected by your Client related to the Job that your Client is paying Company or its Affiliates directly for and does not involve or require work from the Field Rep, including but not limited to added file security, long-term file storage, and file watermarking.

Company reserves the right, in Company's sole discretion, to: (a) adjust the Job Fee for a particular Job in the event that you did not provide your Client with the services requested, failed to follow the instructions given, or failed to Complete the Job by the agreed upon time; or (b) cancel the Job Fee entirely for a particular Job under any circumstance where your Client complains of your gross failure in performance or completion of Job, or of any of the restricted activities described in Section 10. Company's decision to reduce or cancel the Job Fee in any such manner will be exercised in a reasonable manner.

You acknowledge and agree that your Clients may elect to cancel Jobs that have been accepted by you at any time prior to you marking the Job completed. In the event that your Client cancels an accepted Job, Company may charge your Client a cancellation fee on your behalf, based on the cancellation policy set forth by Company and agreed to by your Client prior to the submission of their Job ("*Cancellation Fee*"). If charged, this Cancellation Fee shall be deemed to be the Job Fee for the canceled Job.

In consideration of Company's provision to you of the Fotello Service for your use and benefit hereunder, you agree to pay Company a fee on a per-Job basis calculated as a percentage of the Job Fee ("*Platform Fee*"). Platform Fee is displayed to you in the Fotello Service, upon access with your Credentials. Company reserves the right to increase or decrease the Platform Fee at any time, in Company's sole discretion, based upon market factors, statistical analysis, feedback from Field Reps, feedback from your Clients, competitive analysis, and other research.

Company or its Affiliates may also charge a fee to Clients on a per-Job transaction basis in consideration of their use and benefit of the Fotello Service ("*Service Fee*"). The Service Fee is not included in the Job Fee.

You appoint Company as your limited payment collection agent solely for the purpose of accepting the Job Fee from your Client on your behalf via the payment processing functionality facilitated by the Fotello Service and agree that payment made by your Client to Company or its Affiliates shall be considered the same as payment made by your Client directly to you.

Company agrees to use reasonable efforts to remit to you, or cause to be remitted to you, on a daily basis the Job Fee less the applicable Platform Fee, Service Fee, and any other applicable fees charged by Company directly to Client.

The compensation detailed in this Section 18 is your sole compensation under this TSA.

19. State and Federal Taxes

Acting as your limited payment collection agent, Company, or its Affiliates, is simply collecting your payment from your Client and remitting such payment directly to you, after subtraction of the Platform Fee and Service Fee.

Company does not withhold any taxes from payments made to you. You are responsible for remitting any applicable taxes, including but not limited to FICA (Social Security and Medicare, state income tax, and federal income tax.

Company does not make state or federal unemployment compensation contributions on your behalf.

20. Not Eligible for Benefits

You understand that you are operating your own business and, therefore, neither you nor your assistants are eligible to participate in any pension, health, vacation pay, sick pay, or other fringe benefit plan offered by Company to its employees.

21. License Grant, Ownership & Proprietary Rights

Subject to the terms and conditions of this TSA, Company hereby grants you a non-exclusive, non-transferable, non-sublicensable, non-assignable license during the term of this TSA, to use the Fotello Service solely for the purpose of providing Local Services to Clients. All rights not expressly granted to you are reserved by Company, its Affiliates, and their respective licensors.

You shall not, and shall not allow any other party, to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Fotello Service in any way; (b) modify or make derivative works based upon the Fotello Service; (c) improperly use the Fotello Service, including creating Internet "links" to any part of the Fotello Service, "framing" or "mirroring" any part of the Fotello Service on any other websites or systems, or "scraping" or otherwise improperly obtaining data from the Fotello Service; (d) reverse engineer, decompile, modify, or disassemble the Fotello Service, except as allowed under applicable law; or (e) send spam or otherwise duplicative or unsolicited messages related to Company, its Affiliates, Fotello, or the Fotello Service.

In addition, you shall not allow any other party to, access or use the Fotello Service to: (a) design or develop a competitive or substantially similar product or service; (b) copy or extract any features, functionality, or content thereof; (c) launch or cause to be launched on or in connection with the Fotello Service an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses, worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Fotello Service; or (d) attempt to gain unauthorized access to the Fotello Service or any of its related systems or networks.

The Fotello Service and Company Data, including all intellectual property rights therein are and shall remain (as between you and Company) the property of Company, its Affiliates, or their respective licensors. Neither this TSA nor your use of the Fotello Service or Company Data conveys or grants to you any rights in or related to the Fotello Service or Company Data, except for the limited license granted above. Other than as specifically permitted by the Company in connection with the Fotello Service, you are not permitted to use or reference in any manner Company's, its Affiliates', or their respective licensors' company names, logos, products and service names, trademarks, service marks, trade dress, copyrights, or other indicia of ownership, alone or in combination with other letters, punctuation, words, symbols, and/or designs (the "FOTELLO Marks and Names") for any commercial purposes. You agree that you will not try to register or otherwise use and/or claim ownership in any of the FOTELLO Marks and Names, alone or in combination with other letters, punctuation, words, symbols, and/or designs, or in any confusingly similar mark, name or title, for any goods or services.

You hereby assign to the Company all rights, including, without limitation, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, or trade secrets (a) developed or created by you, solely or jointly with others, during the course of performing work for or on behalf of the Company or its Affiliates, or the predecessors of any such entities, (b) that you conceive, develop, discover, or make in whole or in part during the Term that relate to the business of the Company or its Affiliates or the actual or demonstrably anticipated research or development of the Company or its Affiliates, (c) that you conceive, develop, discover, or make in whole or in part during or after the Term that are made through the use of any of the equipment, facilities, supplies, trade secrets, or time of the Company or its

Affiliates, or that result from any work you perform for the Company or its Affiliates (collectively, "Work Product"). Without limiting the foregoing, to the extent possible, all software, compilations, and other original works of authorship included in the Work Product will be considered a work made for hire as that term is defined in Title 17 of the United States Code. If, notwithstanding the foregoing, you for any reason retain any right, title, or interest in or relating to any Work Product, you agree promptly to assign, in writing and without any requirement of further consideration, all such right, title, and interest to the Company. Upon request of the Company at any time during or after the Term, you will take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to evidence, perfect, record, or otherwise give full and proper effect to any assignments of rights under or pursuant to this TSA. You will promptly disclose to the Company any such Work Product in writing.

22. Confidentiality

Each party acknowledges and agrees that in the performance of this TSA it may have access to or may be exposed to, directly or indirectly, confidential information of the other party ("*Confidential Information*"). Confidential Information includes Company Data, Client Information, marketing plans, business, financial, technical, operational, and such other non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.

Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this TSA; (c) it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("*Permitted Persons*") as necessary to perform under this TSA, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party, upon the termination of this TSA or at the request of the other party (subject to applicable law and the internal record-keeping requirements of Company).

Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this TSA without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

23. Privacy

Subject to applicable law, Company and its Affiliates may, but shall not be required to, provide to you, your Client, an insurance company, relevant authorities, or regulatory agencies any information (including personal information and any Company Data) about you or any Local Services provided hereunder if: (a) there is a complaint, dispute or conflict between you and your Client; (b) it is necessary to enforce the terms of this TSA; (c) it is required, in Company's or any Affiliate's sole discretion, by applicable law or regulatory requirements (e.g., Company or its Affiliates receive a subpoena, warrant, or other legal process for information); (d) it is necessary, in Company's or any Affiliate's sole discretion, to (1) protect the safety, rights, property or security of Company or its Affiliates, the Fotello Service or any third party; (2) to protect the safety of the public for any reason including the facilitation of insurance claims related to the Fotello Service; (3) to detect, prevent or otherwise address fraud,

security or technical issues; (4) to prevent or stop activity which Company or any of its Affiliates, in their sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity; or (e) it is required or necessary, in Company's or any Affiliate's sole discretion, for insurance or other purposes related to your ability to qualify, or remain qualified, to use the Fotello Service. You understand that Company may retain your personal data for legal, regulatory, safety and other necessary purposes after this TSA is terminated.

Company and its Affiliates may collect your personal data during the course of your application for, and use of, the Fotello Service. Such information may be stored, processed, transferred, and accessed by Company and its Affiliates. You expressly consent to such use of personal data.

24. Insurance

During the Term, you agree to maintain workers' compensation insurance as required by all applicable laws. If permitted by applicable law, you may choose to insure yourself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Furthermore, if permitted by applicable law, you may choose not to insure yourself against industrial injuries at all, but you do so at your own risk.

You are not required to own or operate a vehicle. However, should you choose to operate a vehicle in the course of performing work as a Field Rep, you understand and acknowledge that you must maintain automobile insurance through your own private policy on any vehicle that you use to provide Local Services. Your personal automobile insurance policy may not afford liability, comprehensive, collision, medical payments, personal injury protection, uninsured motorist, underinsured motorist, or other coverage for the Local Services you provide pursuant to this TSA. If you have any questions or concerns about the scope or applicability of your own insurance coverage, it is your responsibility, not that of Company, to resolve them with your insurer(s).

25. Representations and Disclaimer of Warranties

You hereby represent and warrant that: (a) you have full power and authority to enter into this TSA and perform your obligations hereunder; (b) you have not entered into, and during the term will not enter into, any agreement that would prevent you from complying with this TSA; and (c) you will comply with all applicable laws in your performance of this TSA, including holding and complying with all permits, licenses, registrations, and other governmental authorizations necessary to provide Local Services pursuant to this TSA.

COMPANY AND ITS AFFILIATES PROVIDE, AND YOU ACCEPT, THE FOTELLO SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY AND ITS AFFILIATES DO NOT REPRESENT, WARRANT, OR GUARANTEE THAT YOUR ACCESS TO OR USE OF THE FOTELLO SERVICES: (A) WILL BE UNINTERRUPTED OR ERROR FREE; OR (B) WILL RESULT IN ANY REQUESTS FOR LOCAL SERVICES.

COMPANY AND ITS AFFILIATES FUNCTION AS AN ON-DEMAND LEAD GENERATION AND RELATED SERVICE ONLY AND MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE CLIENTS WHO MAY REQUEST OR RECEIVE LOCAL SERVICES FROM YOU, AND COMPANY AND ITS AFFILIATES DO NOT SCREEN OR OTHERWISE EVALUATE CLIENTS. BY USING THE FOTELLO SERVICE, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE INTRODUCED TO A THIRD PARTY THAT MAY POSE HARM OR RISK TO YOU OR OTHER THIRD PARTIES. YOU ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE USE OF THE FOTELLO SERVICE. NOTWITHSTANDING COMPANY'S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF YOU FOR THE PURPOSE OF ACCEPTING PAYMENT FROM CLIENTS ON YOUR BEHALF AS SET FORTH IN SECTION 18, COMPANY AND

ITS AFFILIATES EXPRESSLY DISCLAIM ALL LIABILITY FOR ANY ACT OR OMISSION OF YOU, ANY CLIENT, OR OTHER THIRD PARTY.

COMPANY AND ITS AFFILIATES DO NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE FOTELLO SERVICE. YOU ACKNOWLEDGE AND AGREE THAT THE FOTELLO SERVICE MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (e.g., DUE TO SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, THE FOTELLO SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND COMPANY AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

26. Indemnification

You shall indemnify, defend (at Company's option) and hold harmless Company and its Affiliates and their respective officers, directors, employees, agents, successors, and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions, and taxes arising out of or related to: (a) your breach of your representations, warranties or obligations under this TSA; or (b) a claim by a third party (including Clients, regulators and governmental authorities) directly or indirectly related to your provision of Local Services or use of the Fotello Service.

27. Limits of Liability

COMPANY AND ITS AFFILIATES SHALL NOT BE LIABLE UNDER OR RELATED TO THIS TSA FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) YOUR OR ANY THIRD PARTY'S PROPERTY DAMAGE, OR LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE. EXCEPT FOR COMPANY'S OBLIGATIONS TO PAY AMOUNTS DUE TO YOU PURSUANT TO SECTION 18, BUT SUBJECT TO ANY LIMITATIONS OR OTHER PROVISIONS CONTAINED IN THIS TSA WHICH ARE APPLICABLE THERETO, IN NO EVENT SHALL THE LIABILITY OF COMPANY OR ITS AFFILIATES UNDER THIS TSA EXCEED THE AMOUNT OF SERVICE FEES ACTUALLY PAID TO OR DUE TO COMPANY HEREUNDER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

28. Term and Termination

This TSA shall commence on the date accepted by you and shall continue until terminated as set forth herein ("*Term*").

You may terminate this TSA at any time, with or without cause, by sending an email to hello@fotello.com or by postal mail to Bonne Courage, LLC, 5647 S Beneva Rd, Sarasota, FL 34233.

Company may only terminate this TSA due to your breach of this TSA. Upon Company's decision to terminate this TSA, notice will be provided by electronic mail to the email address associated with your account.

Outstanding payment obligations and Sections 1, 4, 8, 11, 13, 14, 19, 21, 22, 23, 25, 26, 27, 29, 31, 32, 33, 34, 35, 36, and 37 shall survive the termination of this TSA.

29. Mutual Non-Disparagement

Fotello and you agree to, at all times commencing with the effective date of this TSA and surviving its termination, use reasonable and good faith efforts to ensure that neither party engages in any vilification of the other, and shall refrain from making any false, negative, critical, or disparaging statements, implied or expressed, concerning the other, including, but not limited to, management style, methods of doing business, the quality of products and services, role in the community, or treatment of Field Reps.

The parties further agree to do nothing that would damage the other's business reputation or good will; provided, however, that nothing in this TSA shall prohibit disclosure of information which is required to be disclosed in compliance with applicable laws or regulations or by order of a court or other regulatory body of competent jurisdiction.

30. Modification

In the event Company modifies the terms and conditions of this TSA at any time, such modifications shall be binding on you only upon your consent to such modifications. Continued use of the Fotello Service more than 30 days after notification of any such modifications shall constitute your consent to such modifications.

Company reserves the right to modify the Fee Calculation which may need, in Company's sole discretion, to change from time to time, without notice, based upon market factors, statistical analysis, feedback from Field Reps, feedback from your Clients, competitive analysis, and other research. You agree and consent to any changes to the Fee Calculation determined by Company.

Unless changes are made to the Arbitration Provision herein, you acknowledge and agree that modification of this TSA does not create a renewed opportunity to opt out of arbitration.

31. Notices

Any notice delivered by Company to you under this TSA will be delivered by email to the email address associated with your account. Any notice delivered by you to Company under this TSA will be delivered by contacting Company at hello@fotello.com.

32. Supplemental Terms

Supplemental terms may apply to your use of the Fotello Service, such as use policies or terms related to certain features and functionality, which may be modified from time to time ("*Supplemental Terms*"). You may be presented with certain Supplemental Terms from time to time. Supplemental Terms are in addition to, and shall be deemed a part of, this TSA. Supplemental Terms shall prevail over this TSA in the event of a conflict.

33. Severability

If any provision of this TSA is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this TSA.

34. Assignment

Neither party shall assign or transfer this TSA or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party; provided that Company may assign or transfer this TSA or any or all of its rights or obligations under this TSA from time to time without consent (a) to an Affiliate; or (b) to an acquirer of all or substantially all of Company's business, equity or assets.

35. No Third Party Beneficiaries

There are no third party beneficiaries to this TSA, except as expressly set forth in the Arbitration Provision in Section 38. Nothing contained in this TSA is intended to or shall be interpreted to create any third-party beneficiary claims.

36. Entire TSA

This TSA, including all Supplemental Terms, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this TSA, the words "including" and "include" mean "including, but not limited to." The recitals form a part of this TSA.

37. Arbitration Provision

Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge, or a jury. Instead, the parties' dispute is decided by a private arbitrator selected by the parties using the process set forth herein. Other arbitration rules and procedures are also set forth herein.

Any controversy or claim arising out of or relating to this TSA, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Unless the law requires otherwise, as determined by the Arbitrator based upon the circumstances presented, you will be required to split the cost of any arbitration with the Company.

WHETHER TO AGREE TO ARBITRATION IS AN IMPORTANT BUSINESS DECISION. IT IS YOUR DECISION TO MAKE, AND YOU SHOULD NOT RELY SOLELY UPON THE INFORMATION PROVIDED IN THIS TSA AS IT IS NOT INTENDED TO CONTAIN A COMPLETE EXPLANATION OF THE CONSEQUENCES OF ARBITRATION. YOU SHOULD TAKE REASONABLE STEPS TO CONDUCT FURTHER RESEARCH AND TO CONSULT WITH OTHERS — INCLUDING BUT NOT LIMITED TO AN ATTORNEY — REGARDING THE CONSEQUENCES OF YOUR DECISION, JUST AS YOU WOULD WHEN MAKING ANY OTHER IMPORTANT DECISION.

ARBITRATION IS NOT A MANDATORY CONDITION OF YOUR CONTRACTUAL RELATIONSHIP WITH THE COMPANY. IF YOU DO NOT WANT TO BE SUBJECT TO THIS ARBITRATION PROVISION, YOU MAY OPT OUT OF THIS ARBITRATION PROVISION BY NOTIFYING THE COMPANY IN WRITING OF YOUR DESIRE TO OPT OUT OF THIS ARBITRATION PROVISION WITHIN 30 DAYS OF THE DATE THIS TSA IS EXECUTED BY YOU, EITHER BY (1) SENDING ELECTRONIC MAIL TO HELLO@FOTELLO.COM OR (2) SENDING A LETTER BY U.S. MAIL, OR BY ANY NATIONALLY RECOGNIZED DELIVERY SERVICE (E.G., UPS, FEDERAL EXPRESS, ETC.), OR BY HAND DELIVERY TO BONNE COURAGE, LLC, 5647 S

BENEVA RD, SARASOTA, FL 34233.

Except as provided below, arbitration does not limit or affect the legal claims you may bring against the Company. Agreeing to arbitration only affects where any such claims may be brought and how they will be resolved.

This Arbitration Provision will require you to resolve any claim that you may have against the Company, its Affiliates, or Fotello on an individual basis, except as provided below, pursuant to the terms of the TSA unless you choose to opt out of this Arbitration Provision. Except as provided below, this provision will preclude you from bringing any class, collective, or representative action (other than actions under the Private Attorneys General Act of 2004 ("PAGA")) against the Company, its Affiliates, or Fotello, and also precludes you from participating in or recovering relief under any current or future class, collective, or representative (non-PAGA) action brought against the Company, its Affiliates, or Fotello by someone else.

Claims shall be heard by a panel of three arbitrators. The arbitration shall be governed by the laws of the State of Florida. The Optional Rules for Emergency Measures of Protection are incorporated by the parties. The award shall be accompanied by a reasoned opinion that includes the arbitrator(s) conclusions of fact and law. Notwithstanding any language to the contrary in the contract documents, the parties hereby agree: that the Underlying Award may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("*Appellate Rules*"); that the Underlying Award rendered by the arbitrator(s) shall, at a minimum, be a reasoned award; and that the Underlying Award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

By clicking "I accept", you expressly acknowledge that you have read, understood, and taken steps to thoughtfully consider the consequences of this entire TSA, that you agree to be bound by the terms and conditions of the TSA, and that you are legally competent to enter into this TSA with Company.