



DIGITAL CONTRACT AGREEMENT

TERMS AND CONDITIONS FOR SOCIAL MEDIA MARKETING SERVICES

This Digital Contract Agreement (hereinafter referred to as "Agreement") is entered into by and between Choice Marketing LLC, a New Jersey limited liability company, with its principal place of business located at 624 Stokes Rd, Medford, NJ 08055 (hereinafter referred to as "Company") and the Client (hereinafter referred to as "Client"), collectively referred to as "Parties".

Whereas the Company is in the business of providing digital marketing services, specifically social media marketing services, to clients.

Whereas the Client desires to retain the services of the Company to perform the social media marketing services set forth in the Proposal or Statement of Work.

Now therefore, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

SECTION I: Scope of Services: The Company agrees to provide the client with social media marketing services as described in a separate proposal or Condition of Work. The Company will provide the client with regular reports outlining the progress of the social media marketing campaign, as well as any adjustments made to the campaign as necessary. The client acknowledges that the results of the social media marketing campaign depend on many factors outside of the Company's control and that the Company cannot guarantee any specific results.

SECTION II: Client Obligations: The client agrees to provide the Company with access to their social media accounts, as well as any necessary information or materials to perform the services outlined in the proposal or Condition of Work. The client is responsible for ensuring that all information and materials provided to the Company are accurate and not in violation of any laws or third-party rights.

SECTION III: Payment and Invoicing: The client agrees to pay the Company for services in accordance with the terms outlined in the proposal or Condition of Work. The client understands and agrees that all services purchased from the Company are non-refundable. In the event of late payment, the Company reserves the right to charge interest on the outstanding amount at a rate of 1.5% per month, or the maximum legal interest rate allowed by law, whichever is lower.

SECTION IV: Confidentiality: The client and the Company agree to keep all confidential information, including but not limited to, trade secrets, business and marketing plans, financial

information, and client information, strictly confidential and will not disclose such information to any third party.

SECTION V: Intellectual Property: The client agrees that any work product, deliverables, or materials created by the Company while providing services to the client shall be the exclusive property of the Company, and the client will not use any such work product, deliverables, or materials for any purpose other than as expressly agreed upon by both parties.

SECTION VI: Warranty: The Company represents and warrants that it has the right and authority to provide the services described in the proposal or Condition of Work, and that such services will be performed in a professional and workmanlike manner.

SECTION VII: Limitation of Liability: The client agrees that the Company will not be held liable for any indirect, special, incidental, or consequential damages arising out of or in connection with the services provided under this agreement. The Company's liability under this agreement shall be limited to the total amount of fees paid by the client under this agreement.

SECTION VIII: Termination: Either party may terminate this agreement upon written notice to the other party if the other party breaches any material term or condition of this agreement. In the event of termination by the client, a full refund will not be provided. The client may qualify for a prorated partial refund if Choice Marketing LLC determines that the termination is appropriate and within reasonable cause.

SECTION IX: Governing Law: This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, and the client agrees to submit to the jurisdiction of the courts of that state for any disputes arising under this agreement.

SECTION X: Entire Agreement: This Agreement contains the entire understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

SECTION XI: Indemnification: Client shall indemnify and hold harmless the Company, its affiliates, and their respective directors, officers, employees, and agents from and against all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with any third-party claim relating to any content, information or data provided by Client or Client's use of the services provided by the Company under this agreement.

SECTION XII: Force Majeure: Neither party will be liable for any delay or failure in performance under this agreement due to causes beyond its reasonable control, including, but not limited to, acts of god, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

SECTION XIII: Non-Solicitation: During the term of this agreement and for a period of one year after its termination, the client agrees not to directly or indirectly solicit, hire, or attempt to hire any employee of the Company without the prior written consent of the Company.

SECTION XIV: Non-Disparagement: The client and the Company agree to refrain from making any disparaging or defamatory statements, in any form of media, about the other party or its respective officers, directors, employees, agents, or affiliates.

SECTION XV: Choice of Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any principles of conflicts of law. Any legal action or proceeding arising under this Agreement shall be instituted in a state court in New Jersey, or in the United States District Court for the District of New Jersey. The parties irrevocably consent to the jurisdiction of such courts in any such legal action or proceeding.

SECTION XVI: Severability: If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

SECTION XVII: Waiver: The failure of the Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing.

SECTION XVIII: Headings: The section headings used in this Agreement are for convenience only and have no legal or contractual effect.

SECTION XIX: Independent Contractors: The parties to this Agreement are independent contractors and not partners, joint venturers or agents of each other.

SECTION XX: Entire Agreement: This agreement, including any addenda and exhibits, constitutes the entire agreement between the client and the Company regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings and communications, whether oral or written.

SECTION XXI: Assignment: The client shall not assign or transfer this agreement or any right or obligation hereunder without the prior written consent of the Company.

SECTION XXII: Modification: This Agreement may only be modified or amended by a writing signed by both parties.

SECTION XXIII: Acceptance: By checking the agreement check-mark box contained in the contract submission form, the client agrees to be bound by the terms and conditions outlined above and acknowledges that they have read, understand, and accept the terms of this agreement. The client also acknowledges and accept full responsibility for the performance of their services, and any associated risks.