

AI ACQUISITION GOLD TERMS OF BUSINESS

Growth Partner DMCC Trading as AI Acquisition (Trade Licence Number - DMCC-878122) a company incorporated in Dubai, United Arab Emirates, whose registered address is

Unit No: 2926, DMCC Business Centre, Dubai, United Arab Emirates

(the “Company”)

And

(the “Client”)

whose registered address is

And who is represented by:

1. EFFECTIVE DATE, TERM & RENEWAL

This Agreement shall take effect on the date immediately following the expiry of the Client's current contract term (the "Effective Date") and shall remain in force for a period of twelve (12) months. Thereafter, it shall automatically renew for successive twelve (12) month periods unless terminated in accordance with this Agreement.

2. LICENSE GRANT & USAGE RIGHTS

2.1 Subject to payment of all fees, the Company grants the Client a limited, non-exclusive, non-transferable, revocable license to access and use the SaaS Platform during the Subscription Term solely for its internal business purposes. Use is limited to authorized users under the Client's account.

2.2 The Client shall not sublicense, lease, distribute, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from the Platform, nor share access with third parties without written consent.

2.3 The Client shall not benchmark, test, or otherwise evaluate the Platform for the purpose of developing, marketing, or supporting a competing product or service. Client shall not use the Platform to create derivative works or to train, develop, or support any competing services. All rights not expressly granted to Client are reserved by Company.

3. SERVICES PROVIDED

3.1 During the Term, the Company shall provide:

3.1.1 Access to AI Acquisition SaaS Platform

3.1.2 Access to AI sales rep

3.1.3 Access to AI account manager & weekly consultation sessions

3.1.4 Access to Jacob AI

3.1.5 Access to AI website creator

3.1.6 Access to linkedin growth engine

3.1.7 Access to organic growth engine

3.1.8 Access to AI campaign manager with AI SDR

3.1.9 Access to AI CRM

3.1.10 Access to sales and marketing assets

3.1.11 BETA access to all new releases

3.1.12 4 complimentary workspaces

3.1.13 Tickets to the live event

3.1.14 Access to a private ads training session

3.2 The Company may modify, substitute, or discontinue elements of the Services in its sole discretion, provided that access to the core SaaS Platform remains available during the Subscription Term.

4. OWNERSHIP OF ASSETS & INTELLECTUAL PROPERTY

4.1 Client Deliverables. Any materials, content, or business outputs created by the Company specifically and uniquely for the Client ("Client Deliverables") shall be owned by the Client upon full payment of all applicable fees. Client Deliverables do not include the Platform, its underlying technology, or any pre-existing Company intellectual property.

4.2 Company Intellectual Property. The Platform, including without limitation all software code, algorithms, AI models, templates, processes, documentation, training materials, infrastructure, and any enhancements or modifications thereto ("Company IP"), remains the sole and exclusive property of the Company and its licensors. No rights are granted to the Client other than the limited, non-exclusive, non-transferable, revocable license to access and use the Platform during the term of this Agreement, solely for the Client's internal business purposes and in accordance with this Agreement.

4.3 Independence of the Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, fiduciary, or employment relationship between the Company and the Client. The Company does not and shall not hold any equity, management, or ownership interest in the Client's business. The Client retains full ownership and control over its business operations at all times.

4.4 Company Materials & Case Studies. The Client shall not use, reproduce, or represent the Company's case studies, brand assets, trademarks, testimonials, or other proprietary materials ("Company Materials") as if they were the Client's own. Any reference to Company Materials in Client marketing or business plans requires the Company's prior written consent.

5. DATA OWNERSHIP & DATA PROCESSING

5.1 Ownership. All Client Data remains the sole and exclusive property of the Client. The Company does not obtain any ownership rights in Client Data.

5.2 Use of Data. The Company is authorized to process Client Data solely for the purposes of (i) delivering the Services, (ii) maintaining and improving system performance, (iii) providing support, and (iv) performing internal analytics in a manner consistent with applicable privacy laws, including but not limited to the GDPR, UK GDPR, CCPA/CPRA, and other U.S. state privacy laws. Client Data will not be sold, rented, or used for targeted advertising.

5.3 Compliance & Rights. The Company will implement and maintain commercially reasonable technical and organizational safeguards to protect Client Data against unauthorized access, loss, or disclosure. Clients retain all statutory rights afforded under applicable law, including the right to access, correct, download, restrict, object to processing, or request deletion of their Client Data. Requests for deletion will be honored within a reasonable period, subject to legal, regulatory, or legitimate business record-keeping requirements (e.g., tax, accounting, and backup retention).

5.4 Sub-Processors & Transfers. The Company may engage vetted sub-processors to support the Services. A current list of sub-processors is available upon request. Where Client Data is transferred internationally, the Company will ensure appropriate safeguards are in place (such as Standard Contractual Clauses, adequacy decisions, or other lawful transfer mechanisms).

5.5 Termination. Upon termination or expiry of the Agreement, the Client may request deletion or return of its Client Data. The Company will comply except where retention is legally required or technically unavoidable due to standard backup systems, in which case such data will be securely destroyed in accordance with established retention schedules.

6. FEES & PAYMENT TERMS

6.1 The Client represents and warrants: (a) Client has all requisite power and authority necessary to execute and deliver the Agreement and to perform its obligations; (b) the execution, delivery and performance by Client of the Agreement does not and will not violate any agreement or order to which Client is a party; (c) Client will provide true and accurate information during the onboarding process and during participation; (d) Client shall make a good faith effort to utilize the resources and services provided; and (e) Client will conduct its business activities in compliance with all applicable laws.

6.2 Not taking into account the payments still due in relation to the current year fees, the Client agrees to a twelve (12) month subscription term commencing on the Effective Date, with fees payable in equal monthly installments of **USD \$2,200** (exclusive of applicable taxes). Payments shall be due monthly in advance throughout the Term. The subscription is structured as a recurring SaaS service agreement, and no portion of the monthly fee is refundable once paid.

6.3 At the conclusion of the initial twelve (12) month term, this Agreement shall automatically renew for successive twelve (12) month terms, with fees continuing to be billed in equal monthly installments of **USD \$2,200** (exclusive of applicable taxes), unless cancelled in writing by either party at least thirty (30) days prior to the renewal date. The Company may adjust monthly renewal pricing to reflect system upgrades or increased costs, with at least thirty (30) days' written notice to the Client.

6.4 The Company maintains a strict no-refund policy with respect to monthly subscription fees. Once a monthly payment has been processed, it is non-refundable, including in cases of early termination or partial use of the Services during that billing month.

6.5 The Client acknowledges that initiating a chargeback without first contacting the Company to resolve the issue may result in immediate suspension of access to the Services and liability for collection costs incurred by the Company.

6.6 Late payments shall accrue interest at the rate of 1.5% per month, or the maximum rate permitted by applicable law, whichever is lower.

7. CONFIDENTIALITY

7.1 The Company and the Client shall maintain confidentiality with respect to proprietary information disclosed during the consulting sessions. Any proprietary information and material disclosed during the consultation sessions shall not be disclosed to third parties unless required by law. This excludes learning and teaching shared as part of the Company's services.

7.2 The confidentiality obligations of this Agreement shall survive termination or expiration indefinitely.

8. USE OF CLIENT WINS

The Client grants the Company express permission to use any Client "Wins" (as voluntarily shared) in their marketing campaigns.

9. NON-DISPARAGEMENT

9.1 Except with respect to a consumer review as defined by the Consumer Review Fairness Act, 15 U.S.C. § 45b, the parties agree that they will not disparage or encourage others to disparage any of the parties to this agreement. For purposes of this agreement, the term disparage includes without limitation comments or statements made in any matter or medium on social media or in the press or in any public forum about the other parties which would adversely affect any manner of the conduct of the business of the parties, without limitations to the parties' business plans or prospects or the business reputation of the parties.

9.2 Nothing herein restricts Client from leaving honest reviews protected under the Consumer Review Fairness Act (15 U.S.C. § 45b). However, Client agrees not to make knowingly false or maliciously misleading statements that could damage the Company's reputation or business interests.

9.3 Any potential transgression of this clause will result in a material breach of this agreement, and. The non-disparagement obligations outlined in this clause shall survive the termination of this Agreement indefinitely.

9.4 The Parties agree to keep confidential to themselves the terms of this agreement, along with the nature of any potential dispute/s which may arise, and not use for any collateral or ulterior purposes, the nature of any potential dispute/s, except insofar as is necessary to implement and enforce any of its terms. The confidentiality obligations outlined in this clause shall survive the termination of this Agreement indefinitely.

10. COMPETITIVE RESTRICTIONS & NON-SOLICITATION

10.1 For six (6) months post-termination, the Client will not market or sell a directly competing AI lead-generation consulting service or course.

10.2 Neither party will solicit the other's employees or contractors during the term and for 12 months thereafter.

11. WARRANTY

11.1 The Company warrants that it will provide the Services with reasonable skill and care consistent with industry standards. The Company does not warrant uninterrupted or error-free operation of the Platform. Except as expressly stated, the Services are provided 'as-is' without other warranties.

11.2 The Company provides consultation services and implementation support. Though our services and products are tailored for our clients, we cannot give any guarantees or warranties (either express or implied) about results or earning money with the ideas, information, tools and strategies set out in the services, as client results depend on factors outside our control. No earnings guarantee is given. Success depends in part on the time a Client devotes, and his/her/their implementation of the guidance, strategies and support received.

11.3 Examples and testimonials illustrate possible outcomes and are not a promise of results. These must not be taken as "typical" results and will not be specific to a Client's particular circumstances or actions he/she/they choose to take following receipt of the services and products.

11.4 The Client acknowledges that any earnings statements, case studies, or testimonials provided are illustrative only and not typical. The Company makes no earnings claims in violation of Federal Trade Commission guidelines."

11.5 The Company and all individuals affiliated with this organization assumes no responsibility for the outcome, result, or success of the services, and does not guarantee specific results or outcome.

12. LIMITATION OF LIABILITY & INDEMNITY

12.1 In no event shall the Company be liable for any damages for any indirect, consequential or special damages, or loss of data, earnings, revenue, or profit on the part of the Client, regardless of whether Client was advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy. In no event shall Company's aggregate liability under this Agreement exceed the total amounts paid by Client in the twelve (12) months preceding the claim. Nothing in this Agreement excludes liability for gross negligence, fraud, or willful misconduct to the extent such exclusion is prohibited by law.

12.2 The Company hereby makes no guarantees, representations or warranties of any kind or nature, express or implied, with respect to the services rendered. Each party will indemnify the other against third-party claims arising from its own unlawful conduct.

12.3 The Client shall indemnify, defend, and hold harmless the Company, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (a) Client's use of the services, (b) any breach by Client of this Agreement, or (c) Client's violation of any applicable law or the rights of any third party.

13. DISPUTE RESOLUTION, GOVERNING LAW, & LEGAL FEES

13.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, United States of America, without regard to conflict-of-law rules. The parties expressly agree that the choice of law is reasonable given the Company's principal operations and client base.

13.2 Arbitration Agreement. Except for claims seeking injunctive relief to protect confidential information, intellectual property, or enforce payment obligations, any dispute, controversy, or claim arising out of or relating to this Agreement shall be resolved exclusively by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and the Federal Arbitration Act. Unless otherwise agreed, the arbitration shall be conducted remotely by a single arbitrator experienced in technology and commercial contracts.

13.3 Pre-Arbitration Resolution. Prior to commencing arbitration, the parties will meet in good faith for at least one (1) thirty-minute video conference between senior representatives to attempt to resolve the matter informally.

13.4 No Class Actions. The Client agrees to resolve disputes on an individual basis only and waives any right to participate in or bring class, collective, or consolidated proceedings.

13.5 Legal Fees. In any arbitration or legal proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, limited to customary expenses directly incurred.

13.6 International Enforcement. The parties acknowledge that any arbitral award rendered under this Agreement shall be enforceable globally under the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "New York Convention").

14. TERMINATION & SUSPENSION

The Company may suspend or terminate access for non-payment, security risks, or breach of license terms. Suspension does not pause payment obligations. Termination rights are in addition to other remedies.

15. FORCE MAJEUR

Neither Party shall be liable for any delay or failure in performance caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, strikes, governmental actions, internet or telecommunications outages, or other events of force majeure. Payment obligations remain unaffected.

16. EXPORT CONTROL COMPLIANCE

The Client acknowledges that the Services may be subject to U.S. and international export control laws and regulations. The Client agrees not to use, export, or re-export the Services in violation of any applicable export laws or regulations.

17. ASSIGNMENT BY COMPANY

The Company may assign this Agreement, in whole or in part, to any affiliate, successor, or acquirer in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets, without Client's prior consent. The Client may not assign this Agreement without the Company's prior written consent.

18. ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire understanding between the parties. Any modifications or amendments must be in writing and signed by both parties. The Client may not assign this Agreement without written consent. Failure to enforce any provision is not a waiver. If any provision of this Agreement is held invalid or unenforceable, the rest remains in effect, and the affected provision will be enforced to the fullest extent allowed by law. The parties agree this Agreement is jointly drafted and no ambiguity shall be interpreted against either party.

18.2 The Parties agree that electronic signatures, acceptance by clickwrap or equivalent online mechanism, and electronic records shall be deemed valid and enforceable execution of this Agreement.

19. WHITE LABEL (RE-SELLING) - CLIENT OBLIGATIONS

19.1 Licence Grant. Subject to payment of applicable fees, the Company grants the Client a limited, revocable, non-exclusive, non-transferable licence to market, promote, and resell the Licensed Product in accordance with this Agreement.

19.2 One-Tier Limitation. The Client may sell the listed number of Licensed Products only to End Clients for their own internal use. End Clients are expressly prohibited from sublicensing, reselling, or otherwise redistributing the Licensed Product.

19.3 No Exclusivity. The Company may appoint other resellers or sell directly to end users at its sole discretion.

19.4 Independent Contractor. Client is an independent business and not an employee, partner, joint venture, or agent of the Company.

19.5 Client will promote and sell the Licensed Product truthfully and in compliance with all applicable laws, including FTC guidelines, anti-spam laws, and data privacy regulations.

19.6 Client will not make any performance, ROI, or earnings claims about the Licensed Product that are not expressly approved in writing by the Company.

19.7 All marketing and sales materials that reference the Company or Licensed Product must be pre-approved by the Company unless they are provided directly by the Company.

19.8 Client will contract directly with its End Clients.

19.9 The Client's End Client agreement must clearly state that the Company is not a party to the contract, provides no warranties, and has no liability to the End Client.

19.10 Client is solely responsible for first-line support and account management of End Clients, unless otherwise agreed in writing.

19.11 No Privity. The Company will have no contractual or direct relationship with any End Client of the Client.

19.12 No Liability. The Company disclaims all responsibility for, and shall have no liability arising from:

- The Client's representations, warranties, or contractual commitments to End Clients;
- Any disputes between Client and End Clients;
- The use, misuse, or failure of the Licensed Product by an End Client.

19.13 Ownership. All rights, title, and interest in the Licensed Product, associated documentation, and any derivative works are and shall remain the exclusive property of the Company.

19.14 Restrictions. The Client shall not reverse-engineer, modify, or create derivative works of the Licensed Product, nor permit others to do so.

19.15 The Client is responsible for complying with all applicable laws and regulations in its territory, including but not limited to:

- FTC Act and truth-in-advertising standards
- CAN-SPAM Act and other anti-spam laws

- GDPR, CCPA, and other privacy laws where applicable

19.16 The Client will indemnify the Company against any claims or penalties arising from its failure to comply with these obligations.

19.17 The Client will defend, indemnify, and hold harmless the Company, its affiliates, and their officers, directors, and employees from and against any and all claims, damages, liabilities, costs, and expenses arising from:

(a) Any breach of this Agreement by the Client;

(b) Any contract, representation, or warranty made by the Client to an End Client;

(c) Any violation of applicable law by the Client.

19.18 To the maximum extent permitted by law, the Company's total liability to the Client for all claims in aggregate shall not exceed the total licence fees paid by the Client to the Company in the 12 months preceding the claim.

19.19 The Company will not be liable for any indirect, incidental, consequential, punitive, or special damages, including lost profits or business interruption.

SIGNATURE AND DATE

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

**AI Acquisition
represented by:**

THE CLIENT - represented by:

Name: Jan Coetzee - Financial Director

Name: _____

Signature: _____



Signature: _____

Date: _____