

**AI ACQUISITION TERMS OF BUSINESS**

Growth Partner DMCC Trading as AI Acquisition (Trade License 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

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(the "Client")

whose registered address is

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And who is represented by:

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## AI ACQUISITION BRONZE

### 1. EFFECTIVE DATE & SUBSCRIPTION TERM

This Agreement shall come into effect on the Client onboarding date (the 'Effective Date') and shall remain in force for a period of twelve (12) months, with the exception of termination as provided in Clause 15. Should the Client wish to renew this Agreement, they may do so as outlined in Clause 6.2.2.

### 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 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 SaaS 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 the Client are reserved by the Company.

### 3. SERVICES PROVIDED

3.1 The Company shall provide the following services to the Client for the duration of the Subscription Term:

3.1.1 Access to the course content in our platform Heartbeat

3.1.2 Access to the community in our platform Heartbeat

3.1.3 Access to AI Acquisition AI tech stacks

3.1.4 Access to an onboarding call with an AI Acquisition Systems Expert

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 throughout the Subscription Term.

3.3 The Company may modify, update, or amend these Terms of Business, the Services, or any policies incorporated by reference (collectively, "Updates") at any time to reflect improvements to the Platform, changes in applicable law, enhancements to the Services, operational requirements, or other legitimate business needs.

3.4 Any Update will become effective upon the earlier of:

(a) posting the revised Terms of Business on the Company's website or platform; or

(b) sending written notice to the Client via email to the Client's last known email address on file.

Continued use of the Services after the effective date of any Update constitutes the Client's acceptance of the revised Terms.

3.5 The Client acknowledges and agrees that a new physical signature or written agreement is not required for Updates to become binding, and that acceptance may occur by continued use of the Services consistent with standard industry click-wrap and browse-wrap principles.

3.6 Material changes that significantly affect the Client's rights, obligations, or financial commitments will be communicated via email with at least five (5) days' prior notice before taking effect. Non-material or administrative changes may take effect immediately upon posting.

#### **4. OWNERSHIP OF ASSETS & INTELLECTUAL PROPERTY**

4.1 Business Assets: The Client retains ownership of all business assets created specifically for the Client.

4.2 Platform IP: The Platform, including its code, templates, AI models, processes, and infrastructure, remains the exclusive property of the Company. No rights are granted except those expressly stated in this Agreement.

4.3 The Company is not, and shall not be deemed to be, an owner, shareholder, member, partner, officer, director, or representative of the Client's business at any time. Full equity, control, and access to the Client's business always remain with the Client.

4.4 It is expressly agreed that the Client is not allowed to use or claim the case studies of the Company as their own in their growth plans or marketing campaigns at any time.

#### **5. DATA OWNERSHIP & DATA PROCESSING**

5.1 Client Data remains the sole and exclusive property of the Client. Nothing in this Agreement grants the Client any rights in or to the SaaS Platform, Company Materials, Licensed Product, or other Intellectual Property of the Company.

5.2 The Company may process Client Personal Data solely as necessary to provide the Services, perform analytics, and improve systems, in compliance with applicable privacy and data protection laws, including but not limited to the EU General Data Protection Regulation ("GDPR"), the California Consumer Privacy Act ("CCPA"), the CPRA, and the UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data ("UAE PDPL"). Upon termination or written request by the Client, the Company shall, within a reasonable period, delete or return all Client Personal Data, subject to (i) applicable legal and regulatory retention requirements, (ii) industry-standard backup and disaster recovery practices, and (iii) the Company's legitimate business interests (e.g., fraud prevention, compliance evidence).

5.3 The parties acknowledge that, for purposes of applicable data protection laws, the Client acts as the controller and the Company acts as the processor of Client Personal Data.

5.4 The Client acknowledges that Client Personal Data may be transferred to and processed in jurisdictions outside of its country of origin. The Company shall ensure that such transfers are subject to appropriate safeguards as required by applicable data protection laws (including, where applicable, EU Standard Contractual Clauses or UAE PDPL-approved mechanisms).

5.5 The Company shall implement and maintain appropriate technical and organizational measures designed to protect Client Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access, consistent with industry standards and applicable data protection laws.

#### **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 Fees**

6.2.1 Year 1 Subscription Fees shall be \$5,800 USD (excluding taxes);

6.2.2 Should the Client wish to renew the Agreement for an additional term, the Client must notify the Company in writing prior to the expiry of the initial term. The fee for the second year shall be payable at the commencement of Year 2 at the price of \$5,800 USD.

6.2.3 The Company reserves the right to periodically review its pricing to account for system upgrades or increased operational third party costs. The Client shall be provided with written notice of any such pricing adjustments at least thirty (30) days prior to the effective date of the revised pricing.

6.3 With the exception of clause 7, the Company has a strict no-refund policy, also insofar as partial months.

6.4 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.

6.5 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. 120-DAYS MONEY-BACK PERFORMANCE GUARANTEE**

### **7.1 Performance Guarantee.**

During the first one hundred twenty (120) days after the Effective Date (the "Measurement Period"), the Client is expected to achieve at least a five percent (5%) close rate (the "Performance Threshold") from the sales calls the Client takes during the Measurement Period. For purposes of this Agreement, "close rate" means the number of Closed-Won deals attributable to the Services during the Measurement Period divided by the total number of qualified sales calls taken during the Measurement Period. A "qualified sales call taken" means a completed attended meeting with a prospective customer that meets the qualification criteria set out in this Agreement.

### **7.2 Money-Back Guarantee.**

If the Client does not achieve the Performance Threshold within the first one hundred twenty (120) days and has satisfied all eligibility requirements under Clause 7.4, the Company shall refund 100% of the Subscription Fees paid under Clause 6.2.1, less a processing fee of \$350.00.

### **7.3 Refund Timing.**

Upon successful verification under Clause 7.5, the refund shall be processed within thirty (30) days.

### **7.4 Eligibility Requirements.**

To qualify for the Money-Back Guarantee, the Client must have:

- (a) maintained an active Subscription in good standing, without suspensions, arrears, failed payments, freezes, or chargebacks at any time;
- (b) submitted the "Top 2 Actions" form every weekday for the entire first one hundred twenty (120) days period. Each submission must accurately list the two highest-impact actions personally completed by the Client that day. A limited grace allowance of no more than three (3) missed submissions is permitted provided that:
  - (i) each missed submission is notified to the Company within two (2) days of occurrence; and
  - (ii) the reason relates to travel, illness, holidays, or other reasonable personal circumstances;
- (c) timely followed up on leads, attended scheduled calls, campaigns are continuously active (not paused or materially reduced) and must keep its calendar open, functional, and sufficiently available at all times throughout the initial one hundred twenty (120) days;
- (d) complied with all material obligations of this Agreement, including conduct standards, operational requirements, strategic-implementation requirements, and usage requirements;

Failure to meet any eligibility requirement voids the Guarantee in full.

### **7.5 Verification Process.**

Before the refund is approved, the Client must provide:

- (a) complete access to revenue logs, bank statements, payment processor statements, CRM records, appointment logs, and outreach system data;
- (b) proof that all Company strategies, workflows, and system components were implemented consistently and in good faith;
- (c) cooperate in the Company's verification process, not exceeding ten (10) business days;
- (d) accurate and truthful information throughout the verification review. Any refusal, delay, or misrepresentation voids eligibility.

## **8. CONFIDENTIALITY**

8.1 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.

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

## **9. USE OF CLIENT WINS**

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

## **10. NON-DISPARAGEMENT**

10.1 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.

10.2 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.

10.3 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.

10.4 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.

## **11. COMPETITIVE RESTRICTIONS & NON-SOLICITATION**

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

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

## **12. WARRANTY**

12.1 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 SaaS Platform. Except as expressly stated, the Services are provided 'as-is' without other warranties.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

### **13. LIMITATION OF LIABILITY & INDEMNITY**

13.1 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.

13.2 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.

13.3 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.

### **14. DISPUTE RESOLUTION, GOVERNING LAW, & LEGAL FEES**

14.1 This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates, as applied in the Emirate of Dubai, without regard to its conflict of law principles. Except for claims by the Company relating to (i) its confidential information, (ii) intellectual property rights, (iii) unpaid fees or amounts due, or (iv) indemnification obligations, any dispute, controversy, or claim arising out of or in connection with this Agreement, including its existence, validity, interpretation, performance, breach, or termination, shall be finally resolved by binding arbitration. The arbitration shall be conducted under the Rules of Arbitration of the Dubai International Arbitration Centre (DIAC) in force at the time of commencement of the arbitration. The tribunal shall consist of a single arbitrator appointed in accordance with the DIAC Rules. The seat and legal place of arbitration shall be Dubai, United Arab Emirates. The language of the arbitration shall be English. The arbitration proceedings may be conducted remotely by video conference unless the parties otherwise agree in writing. As a condition precedent to commencing arbitration, the parties shall first attempt in good faith to resolve the dispute by means of a 30-minute video conference between senior executive representatives of each party. If the dispute is not resolved within ten

(10) business days following such a meeting (or the refusal or failure of a party to participate), either party may initiate arbitration in accordance with this clause. Nothing in this clause shall prevent the Company from seeking interim, injunctive, or equitable relief from any court of competent jurisdiction in the United Arab Emirates to

protect its confidential information, intellectual property, or other proprietary rights, pending the constitution of the arbitral tribunal or otherwise.

14.2 The Client agrees to resolve disputes individually and waives any right to participate in class or consolidated actions.

14.3 In the event of any dispute between the Parties concerning this Agreement, the prevailing party, whether the Client or the Company, shall be entitled to an award of reasonable attorneys' fees and court or arbitration costs directly incurred in connection with such dispute. Recovery shall be limited to customary legal expenses.

## **15. TERMINATION & SUSPENSION**

The Company may suspend or terminate the Client's access to the SaaS Platform and/or Services immediately in the event of (i) non-payment, (ii) security risks, (iii) breach of license terms, or (iv) any other material breach of this Agreement, including without limitation breaches of confidentiality, non-disparagement, or non-compete obligations. Suspension does not relieve or pause the Client's payment obligations. The Company's termination rights are in addition to any other remedies available at law or in equity.

## **16. FORCE MAJEURE**

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.

## **17. 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.

## **18. 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.

## **19. ENTIRE AGREEMENT**

19.1 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.

19.2 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.

## **DEFINITIONS**

"SaaS Platform" means the proprietary online software-as-a-service platform made available by the Company to the Client under this Agreement, including the features, modules, and functionality described in the Company's then-current product documentation, but excluding any third-party applications, beta features, or custom developments not expressly included.

"Client Data" means all data, files, records, content, and other information that is (i) provided by the Client to the Company in connection with the Services, or (ii) collected or generated solely on behalf of the Client through the

Client's use of the SaaS Platform, excluding any Company Materials, Licensed Product, or Intellectual Property of the Company.

"Client Personal Data" means any personal data (as defined under applicable privacy and data protection laws, including GDPR, CCPA, and UAE PDPL) provided by the Client to the Company in connection with the Services.

## AI ACQUISITION SILVER

### 1. EFFECTIVE DATE & SUBSCRIPTION TERM

This Agreement shall come into effect on the Client onboarding date (the 'Effective Date') and shall remain in force for a period of twelve (12) months, with the exception of termination as provided in Clause 15. Should the Client wish to renew this Agreement, they may do so as outlined in Clause 6.2.2.

### 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 unless otherwise granted pursuant to Clause 19.

2.2 The Client shall not 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 SaaS 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 the Client are reserved by the Company.

### 3. SERVICES PROVIDED

3.1 During the Term, the Company shall provide the following Services to the Client:

3.1.1 Access to the AI Acquisition SaaS Platform and all course content hosted on Heartbeat.

3.1.2 Access to the online community via Heartbeat.

3.1.3 Access to the AI Acquisition AI Technology Stacks.

3.1.4 Initial 1:1 Onboarding Call, which serves as the first call, to facilitate business planning with one of the Company's Consultants.

3.1.5 Access to the AI Acquisition Virtual Consultancy with live support for ten (10) hours per day, Monday to Friday.

3.1.6 Assistance in setting up lead generation campaigns and managing the initial batch of leads (all associated costs remain the responsibility of the client).

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

3.3 The Company may modify, update, or amend these Terms of Business, the Services, or any policies incorporated by reference (collectively, "Updates") at any time to reflect improvements to the Platform, changes in applicable law, enhancements to the Services, operational requirements, or other legitimate business needs.

3.4 Any Update will become effective upon the earlier of:

(a) posting the revised Terms of Business on the Company's website or platform; or

(b) sending written notice to the Client via email to the Client's last known email address on file.

Continued use of the Services after the effective date of any Update constitutes the Client's acceptance of the revised Terms.

3.5 The Client acknowledges and agrees that a new physical signature or written agreement is not required for Updates to become binding, and that acceptance may occur by continued use of the Services consistent with standard industry click-wrap and browse-wrap principles.

3.6 Material changes that significantly affect the Client's rights, obligations, or financial commitments will be communicated via email with at least five (5) days' prior notice before taking effect. Non-material or administrative changes may take effect immediately upon posting.

#### **4. OWNERSHIP OF ASSETS & INTELLECTUAL PROPERTY**

4.1 Business Assets: The Client retains ownership of all business assets created specifically for the Client.

4.2 Platform IP: The Platform, including its code, templates, AI models, processes, and infrastructure, remains the exclusive property of the Company. No rights are granted except those expressly stated in this Agreement.

4.3 The Company is not, and shall not be deemed to be, an owner, shareholder, member, partner, officer, director, or representative of the Client's business at any time. Full equity, control, and access to the Client's business always remain with the Client.

4.4 It is expressly agreed that the Client is not allowed to use or claim the case studies of the Company as their own in their growth plans or marketing campaigns at any time.

#### **5. DATA OWNERSHIP & DATA PROCESSING**

5.1 Client Data remains the sole and exclusive property of the Client. Nothing in this Agreement grants the Client any rights in or to the SaaS Platform, Company Materials, Licensed Product, or other Intellectual Property of the Company.

5.2 The Company may process Client Personal Data solely as necessary to provide the Services, perform analytics, and improve systems, in compliance with applicable privacy and data protection laws, including but not limited to the EU General Data Protection Regulation ("GDPR"), the California Consumer Privacy Act ("CCPA"), the CPRA, and the UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data ("UAE PDPL"). Upon termination or written request by the Client, the Company shall, within a reasonable period, delete or return all Client Personal Data, subject to (i) applicable legal and regulatory retention requirements, (ii) industry-standard backup and disaster recovery practices, and (iii) the Company's legitimate business interests (e.g., fraud prevention, compliance evidence).

5.3 The parties acknowledge that, for purposes of applicable data protection laws, the Client acts as the controller and the Company acts as the processor of Client Personal Data.

5.4 The Client acknowledges that Client Personal Data may be transferred to and processed in jurisdictions outside of its country of origin. The Company shall ensure that such transfers are subject to appropriate safeguards as required by applicable data protection laws (including, where applicable, EU Standard Contractual Clauses or UAE PDPL-approved mechanisms).

5.5 The Company shall implement and maintain appropriate technical and organizational measures designed to protect Client Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access, consistent with industry standards and applicable data protection laws.

#### **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 Fees**

6.2.1 Year 1 Subscription Fees shall be \$10,800 USD (excluding taxes);

6.2.2 Should the Client wish to renew the Agreement for an additional term, the Client must notify the Company in writing prior to the expiry of the initial term. The fee for the second year shall be payable at the commencement of Year 2 at the price of \$5,800 USD.

6.2.3 The Company reserves the right to periodically review its pricing to account for system upgrades or increased operational third party costs. The Client shall be provided with written notice of any such pricing adjustments at least thirty (30) days prior to the effective date of the revised pricing.

6.3 With the exception of clause 7, the Company has a strict no-refund policy, also insofar as partial months.

6.4 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.

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

## **6.6 Third-Party Technology Stack Setup & Subscription Costs**

6.6.1 The Client acknowledges that use of the Services requires the setup and ongoing subscription to certain third-party software tools, including (but not limited to) Acquisity, Domains, Inboxes, Google Workspace (for main business use) and Zoom (collectively, the "Third-Party Tech Stack").

6.6.2 The Client may elect one of the following setup and billing options:

### **(a) Client-Managed Setup**

The Client may set up and maintain the Third-Party Tech Stack directly using the Client's own payment methods. In such a case, the Client is solely responsible for all associated subscription fees, renewals, configuration, and ongoing maintenance.

### **(b) Company-Managed Setup on Third-Party Tech Stack (Paid Service)**

At the Client's request, the Company may set up and administer the Third-Party Tech Stack on the Client's behalf. Where this option is selected, the Client may choose from the following packages. Each package is subject to a one-time setup fee of USD \$100.00, charged in the first month only, in addition to the monthly fees below:

#### **(i) Third Party Tech Stack Packages:**

(a) The Basic Package: The total cost for the Third-Party Tech Stack is USD \$40.00 per month for 12 months. This package includes access to 1 Domain, Google Workspace and Zoom Pro. First month total of USD \$140.00 (USD \$100.00 setup fee + USD \$40.00 monthly fee) and USD \$40.00 per month for the subsequent 11 months;

(b) The Zoom only Package: The total cost for the Third-Party Tech Stack is USD \$20.00 per month for 12 months. First month total of USD \$120.00 (USD \$100.00 setup fee + USD \$20.00 monthly fee) and USD \$20.00 per month for the subsequent 11 months;

(c) The Google Workspace and 1 Domain Package: The total cost for the Third-Party Tech Stack is USD \$25.00 per month for 12 months. First month total of USD \$125.00 (USD \$100.00 setup fee + USD \$25.00 monthly fee) and USD \$25.00 per month for the subsequent 11 months;

(d) The Google Workspace and Zoom Package: The total cost for the Third-Party Tech Stack is USD \$30.00 per month for 12 months. First month total of USD \$130.00 (USD \$100.00 setup fee + USD \$30.00 monthly fee) and USD \$30.00 per month for the subsequent 11 months.

(c) Company-Managed Setup on Acquisity, Domains, Inboxes and Third-Party Tech Stack (Paid Service)

At the Client's request, the Company may set up and administer Acquisity, Domains, Inboxes and the Third-Party Tech Stack on the Client's behalf. Where this option is selected, the Client may choose from the following packages, and the corresponding fees will apply:

(i) The Entry Package: The total cost for Acquisity and the Third-Party Tech Stack is USD \$351.00 for the first month and USD \$297.00 per month for the subsequent 11 months. This package includes access to Acquisity, 3 Domains, 9 Inboxes, Google Workspace and Zoom Pro.

(ii) The Ramp Up Boost Package: The total cost for Acquisity and the Third-Party Tech Stack is USD \$477.00 for the first month and USD \$369.00 per month for the subsequent 11 months. This package includes access to Acquisity, 6 Domains, 18 Inboxes, Google Workspace and Zoom Pro.

The Client will be provided with a payment link to activate a recurring subscription for these amounts. The subscription is billed monthly in advance and is separate from, and in addition to, the Subscription Fees under this Agreement.

6.6.3 Regardless of the setup option selected, the Client acknowledges that Third-Party Tech Stack subscriptions are independent of the Company's fees and remain the Client's direct financial responsibility.

6.6.4 The Company shall not be liable for any interruption, suspension, or failure of the Services caused by the Client's failure to activate, fund, or maintain any required Third-Party Tech Stack subscriptions in good standing.

## **7. 120-DAYS MONEY-BACK PERFORMANCE GUARANTEE**

### **7.1 Performance Guarantee.**

During the first one hundred twenty (120) days after the Effective Date (the "Measurement Period"), the Client is expected to achieve at least a five percent (5%) close rate (the "Performance Threshold") from the sales calls the Client takes during the Measurement Period. For purposes of this Agreement, "close rate" means the number of Closed-Won deals attributable to the Services during the Measurement Period divided by the total number of qualified sales calls taken during the Measurement Period. A "qualified sales call taken" means a completed attended meeting with a prospective customer that meets the qualification criteria set out in this Agreement.

### **7.2 Money-Back Guarantee.**

If the Client, acting reasonably and in good faith, is not satisfied with the Services within the first one hundred twenty (120) days following the Effective Date, and provided that the Client (i) has achieved the Performance Threshold and (ii) has complied with and satisfied all eligibility requirements under Clause 7.4, the Company shall refund to the Client one hundred per cent (100%) of the Subscription Fees paid pursuant to Clause 6.2.1, less a processing fee of USD \$350.00.

### **7.3 Refund Timing.**

Upon successful verification under Clause 7.5, the refund shall be processed within thirty (30) days.

### **7.4 Eligibility Requirements.**

To qualify for the Money-Back Guarantee, the Client must have:

(a) maintained an active Subscription in good standing, without suspensions, arrears, failed payments, freezes, or chargebacks at any time;

- (b) 100% attendance of 4 drop-in sessions (at least one each month) during the first one hundred twenty (120) days term, delivered through the Virtual Consultancy, with attendance verified via the Company's systems;
- (c) submitted the "Top 2 Actions" form every weekday for the entire first one hundred twenty (120) days period. Each submission must accurately list the two highest-impact actions personally completed by the Client that day. A limited grace allowance of no more than three (3) missed submissions is permitted provided that:
  - (i) each missed submission is notified to the Company within two (2) days of occurrence; and
  - (ii) the reason relates to travel, illness, holidays, or other reasonable personal circumstances;
- (d) all agreed campaigns are continuously active (not paused or materially reduced) and must keep its calendar open, functional, and sufficiently available at all times to allow the Company to book calls and meetings as needed throughout the initial one hundred twenty (120) days;
- (e) maintained all required Third-Party Tech Stack subscriptions (including Acquisity, Domains and Inboxes) in active, funded, and uninterrupted status for the entire Term;
- (f) complied with all material obligations of this Agreement, including conduct standards, operational requirements, strategic-implementation requirements, and usage requirements;

Failure to meet any eligibility requirement voids the Guarantee in full.

#### 7.5 Verification Process.

Before the refund is approved, the Client must provide:

- (a) complete access to revenue logs, bank statements, payment processor statements, CRM records, appointment logs, and outreach system data;
- (b) proof that all Company strategies, workflows, and system components were implemented consistently and in good faith;
- (c) cooperate in the Company's verification process, not exceeding ten (10) business days;
- (d) accurate and truthful information throughout the verification

review. Any refusal, delay, or misrepresentation voids eligibility.

### **8. CONFIDENTIALITY**

8.1 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.

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

### **9. USE OF CLIENT WINS**

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

### **10. NON-DISPARAGEMENT**

10.1 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.

10.2 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.

10.3 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.

10.4 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.

## **11. COMPETITIVE RESTRICTIONS & NON-SOLICITATION**

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

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

## **12. WARRANTY**

12.1 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 SaaS Platform. Except as expressly stated, the Services are provided 'as-is' without other warranties.

12.2 The Company provides consultation services and implementation support. Though our services and products are tailored for our clients, we cannot give any guarantees (with the exception of clause 7) 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.

12.3 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.

12.4 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.

12.5 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.

## **13. LIMITATION OF LIABILITY & INDEMNITY**

13.1 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.

13.2 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.

13.3 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.

#### **14. DISPUTE RESOLUTION, GOVERNING LAW, & LEGAL FEES**

14.1 This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates, as applied in the Emirate of Dubai, without regard to its conflict of law principles. Except for claims by the Company relating to (i) its confidential information, (ii) intellectual property rights, (iii) unpaid fees or amounts due, or (iv) indemnification obligations, any dispute, controversy, or claim arising out of or in connection with this Agreement, including its existence, validity, interpretation, performance, breach, or termination, shall be finally resolved by binding arbitration. The arbitration shall be conducted under the Rules of Arbitration of the Dubai International Arbitration Centre (DIAC) in force at the time of commencement of the arbitration. The tribunal shall consist of a single arbitrator appointed in accordance with the DIAC Rules. The seat and legal place of arbitration shall be Dubai, United Arab Emirates. The language of the arbitration shall be English. The arbitration proceedings may be conducted remotely by video conference unless the parties otherwise agree in writing. As a condition precedent to commencing arbitration, the parties shall first attempt in good faith to resolve the dispute by means of a 30-minute video conference between senior executive representatives of each party. If the dispute is not resolved within ten

(10) business days following such a meeting (or the refusal or failure of a party to participate), either party may initiate arbitration in accordance with this clause. Nothing in this clause shall prevent the Company from seeking interim, injunctive, or equitable relief from any court of competent jurisdiction in the United Arab Emirates to protect its confidential information, intellectual property, or other proprietary rights, pending the constitution of the arbitral tribunal or otherwise.

14.2 The Client agrees to resolve disputes individually and waives any right to participate in class or consolidated actions.

14.3 In the event of any dispute between the Parties concerning this Agreement, the prevailing party, whether the Client or the Company, shall be entitled to an award of reasonable attorneys' fees and court or arbitration costs directly incurred in connection with such dispute. Recovery shall be limited to customary legal expenses.

#### **15. TERMINATION & SUSPENSION**

The Company may suspend or terminate the Client's access to the SaaS Platform and/or Services immediately in the event of (i) non-payment, (ii) security risks, (iii) breach of license terms, or (iv) any other material breach of this Agreement, including without limitation breaches of confidentiality, non-disparagement, or non-compete obligations. Suspension does not relieve or pause the Client's payment obligations. The Company's termination rights are in addition to any other remedies available at law or in equity.

#### **16. FORCE MAJEURE**

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.

#### **17. 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.

#### **18. 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.

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

19.1 License Grant. Subject to payment of applicable fees, the Company grants the Client a limited, revocable, non-exclusive, non-transferable license 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; or 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 The Company will not be liable for any indirect, incidental, consequential, punitive, or special damages, including lost profits or business interruption.

## **20. ENTIRE AGREEMENT**

20.1 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.

20.2 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.

## **DEFINITIONS**

"SaaS Platform" means the proprietary online software-as-a-service platform made available by the Company to the Client under this Agreement, including the features, modules, and functionality described in the Company's then-current product documentation, but excluding any third-party applications, beta features, or custom developments not expressly included.

"Client Data" means all data, files, records, content, and other information that is (i) provided by the Client to the Company in connection with the Services, or (ii) collected or generated solely on behalf of the Client through the Client's use of the SaaS Platform, excluding any Company Materials, Licensed Product, or Intellectual Property of the Company.

"Client Personal Data" means any personal data (as defined under applicable privacy and data protection laws, including GDPR, CCPA, and UAE PDPL) provided by the Client to the Company in connection with the Services.

## AI ACQUISITION GOLD

### 1. EFFECTIVE DATE & SUBSCRIPTION TERM

This Agreement shall come into effect on the Client onboarding date (the 'Effective Date') and shall remain in force for a period of twelve (12) months, with the exception of termination as provided in Clause 15. Should the Client wish to renew this Agreement, they may do so as outlined in Clause 6.2.2.

### 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 unless otherwise granted pursuant to Clause 19.

2.2 The Client shall not 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 SaaS 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 the Client are reserved by the Company.

### 3. SERVICES PROVIDED

3.1 During the Term, the Company shall provide the following Services to the Client:

3.1.1 Access to 10 DFY AI Agents

3.1.2 Access to 20,000 matching Leads

3.1.3 Access to the AI Acquisition SaaS Platform and all course content hosted on Heartbeat.

3.1.4 Access to the online community via Heartbeat.

3.1.5 Access to the AI Acquisition AI Technology Stacks.

3.1.6 Initial 1:1 Onboarding Call, which serves as the first call, to facilitate business planning with one of the Company's Consultants.

3.1.7 Access to the AI Acquisition Virtual Consultancy with live support for sixteen (16) hours per day, Monday to Friday.

3.1.8 Access to the AI Acquisition Executive Team Slack Channel.

3.1.9 System setup including company name, branding, website, social media, finance documents, client-acquisition system, call-booking agent, CRM, and Virtual Assistant recruitment support.

3.1.10 System setup (excluding Recruitment) shall be completed within thirty (30) business days of onboarding unless otherwise agreed in writing.

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

3.3 The Company may modify, update, or amend these Terms of Business, the Services, or any policies incorporated by reference (collectively, "Updates") at any time to reflect improvements to the Platform, changes in applicable law, enhancements to the Services, operational requirements, or other legitimate business needs.

3.4 Any Update will become effective upon the earlier of:

- (a) posting the revised Terms of Business on the Company's website or platform; or
- (b) sending written notice to the Client via email to the Client's last known email address on file.

Continued use of the Services after the effective date of any Update constitutes the Client's acceptance of the revised Terms.

3.5 The Client acknowledges and agrees that a new physical signature or written agreement is not required for Updates to become binding, and that acceptance may occur by continued use of the Services consistent with standard industry click-wrap and browse-wrap principles.

3.6 Material changes that significantly affect the Client's rights, obligations, or financial commitments will be communicated via email with at least five (5) days' prior notice before taking effect. Non-material or administrative changes may take effect immediately upon posting.

#### **4. OWNERSHIP OF ASSETS & INTELLECTUAL PROPERTY**

4.1 Business Assets: The Client retains ownership of all business assets created specifically for the Client.

4.2 Platform IP: The Platform, including its code, templates, AI models, processes, and infrastructure, remains the exclusive property of the Company. No rights are granted except those expressly stated in this Agreement.

4.3 The Company is not, and shall not be deemed to be, an owner, shareholder, member, partner, officer, director, or representative of the Client's business at any time. Full equity, control, and access to the Client's business always remain with the Client.

4.4 It is expressly agreed that the Client is not allowed to use or claim the case studies of the Company as their own in their growth plans or marketing campaigns at any time.

#### **5. DATA OWNERSHIP & DATA PROCESSING**

5.1 Client Data remains the sole and exclusive property of the Client. Nothing in this Agreement grants the Client any rights in or to the SaaS Platform, Company Materials, Licensed Product, or other Intellectual Property of the Company.

5.2 The Company may process Client Personal Data solely as necessary to provide the Services, perform analytics, and improve systems, in compliance with applicable privacy and data protection laws, including but not limited to the EU General Data Protection Regulation ("GDPR"), the California Consumer Privacy Act ("CCPA"), the CPRA, and the UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data ("UAE PDPL"). Upon termination or written request by the Client, the Company shall, within a reasonable period, delete or return all Client Personal Data, subject to (i) applicable legal and regulatory retention requirements, (ii) industry-standard backup and disaster recovery practices, and (iii) the Company's legitimate business interests (e.g., fraud prevention, compliance evidence).

5.3 The parties acknowledge that, for purposes of applicable data protection laws, the Client acts as the controller and the Company acts as the processor of Client Personal Data.

5.4 The Client acknowledges that Client Personal Data may be transferred to and processed in jurisdictions outside of its country of origin. The Company shall ensure that such transfers are subject to appropriate safeguards as required by applicable data protection laws (including, where applicable, EU Standard Contractual Clauses or UAE PDPL-approved mechanisms).

5.5 The Company shall implement and maintain appropriate technical and organizational measures designed to protect Client Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access, consistent with industry standards and applicable data protection laws.

## **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 Fees**

6.2.1 Year 1 Subscription Fees shall be \$24,800 USD (excluding taxes);

6.2.2 Should the Client wish to renew the Agreement for an additional term, the Client must notify the Company in writing prior to the expiry of the initial term. The fee for the second year shall be payable at the commencement of Year 2 at the price of \$5,800 USD.

6.2.3 The Company reserves the right to periodically review its pricing to account for system upgrades or increased operational third party costs. The Client shall be provided with written notice of any such pricing adjustments at least thirty (30) days prior to the effective date of the revised pricing.

6.3 With the exception of clause 7, the Company has a strict no-refund policy, also insofar as partial months.

6.4 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.

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

### **6.6 Third-Party Technology Stack Setup & Subscription Costs**

6.6.1 The Client acknowledges that use of the Services requires the setup and ongoing subscription to certain third-party software tools, including (but not limited to) Acquisity, Domains, Inboxes, Google Workspace (for main business use) and Zoom (collectively, the "Third-Party Tech Stack").

6.6.2 The Client may elect one of the following setup and billing options:

#### **(a) Client-Managed Setup**

The Client may set up and maintain the Third-Party Tech Stack directly using the Client's own payment methods. In such a case, the Client is solely responsible for all associated subscription fees, renewals, configuration, and ongoing maintenance.

#### **(b) Company-Managed Setup on Third-Party Tech Stack (Paid Service)**

At the Client's request, the Company may set up and administer the Third-Party Tech Stack on the Client's behalf. Where this option is selected, the Client may choose from the following packages. Each package is subject to a one-time setup fee of USD \$100.00, charged in the first month only, in addition to the monthly fees below:

##### **(i) Third Party Tech Stack Packages:**

(a) The Basic Package: The total cost for the Third-Party Tech Stack is USD \$40.00 per month for 12 months. This package includes access to 1 Domain, Google Workspace and Zoom Pro. First month total of USD \$140.00 (USD \$100.00 setup fee + USD \$40.00 monthly fee) and USD \$40.00 per month for the subsequent 11 months;

(b) The Zoom only Package: The total cost for the Third-Party Tech Stack is USD \$20.00 per month for 12 months. First month total of USD \$120.00 (USD \$100.00 setup fee + USD \$20.00 monthly fee) and USD \$20.00 per month for the subsequent 11 months;

(c) The Google Workspace and 1 Domain Package: The total cost for the Third-Party Tech Stack is USD \$25.00 per month for 12 months. First month total of USD \$125.00 (USD \$100.00 setup fee + USD \$25.00 monthly fee) and USD \$25.00 per month for the subsequent 11 months;

(d) The Google Workspace and Zoom Package: The total cost for the Third-Party Tech Stack is USD \$30.00 per month for 12 months. First month total of USD \$130.00 (USD \$100.00 setup fee + USD \$30.00 monthly fee) and USD \$30.00 per month for the subsequent 11 months.

(c) Company-Managed Setup on Acquisity, Domains, Inboxes and Third-Party Tech Stack (Paid Service)

At the Client's request, the Company may set up and administer Acquisity, Domains, Inboxes and the Third-Party Tech Stack on the Client's behalf. Where this option is selected, the Client may choose from the following packages, and the corresponding fees will apply:

(i) The Entry Package: The total cost for Acquisity and the Third-Party Tech Stack is USD \$477.00 for the first month and USD \$369.00 per month for the subsequent 11 months. This package includes access to Acquisity, 6 Domains, 18 Inboxes, and Whop Tech Stack.

(ii) The Ramp Up Boost Package: The total cost for Acquisity and the Third-Party Tech Stack is USD \$561.00 for the first month and USD \$417.00 per month for the subsequent 11 months. This package includes access to Acquisity, 8 Domains, 24 Inboxes, and Whop Tech Stack.

The Client will be provided with a payment link to activate a recurring subscription for these amounts. The subscription is billed monthly in advance and is separate from, and in addition to, the Subscription Fees under this Agreement.

6.6.3 Regardless of the setup option selected, the Client acknowledges that Third-Party Tech Stack subscriptions are independent of the Company's fees and remain the Client's direct financial responsibility.

6.6.4 The Company shall not be liable for any interruption, suspension, or failure of the Services caused by the Client's failure to activate, fund, or maintain any required Third-Party Tech Stack subscriptions in good standing.

## **7. 12 MONTHS MONEY-BACK PERFORMANCE GUARANTEE**

### **7.1 Performance Guarantee.**

During the first one hundred twenty (120) days following the Effective Date, the Client is expected to have a minimum of sixty (60) qualified sales calls booked (the "Performance Threshold"). For purposes of this Agreement, a "qualified sales call booked" means a scheduled meeting placed on the Client's calendar with a prospective customer that meets the qualification criteria set out in this Agreement.

### **7.2 Money-Back Guarantee.**

If the Client, acting reasonably and in good faith, is not satisfied with the Services within the first one hundred twenty (120) days following the Effective Date, and provided that the Client (i) has achieved the Performance Threshold and (ii) has complied with and satisfied all eligibility requirements under Clause 7.4, the Company shall refund to the Client one hundred per cent (100%) of the Subscription Fees paid pursuant to Clause 6.2.1, less a processing fee of USD \$350.00.

### 7.3 Refund Timing.

The Client must participate in a scheduled call with a member of the Company's refund team prior to submitting a written refund request. Upon successful verification under Clause 7.5, the refund shall be processed within thirty (30) days.

#### 7.4 Eligibility Requirements.

To qualify for the Money-Back Guarantee, the Client must have:

- (a) maintained an active Subscription in good standing, without suspensions, arrears, failed payments, freezes, or chargebacks at any time;
- (b) attendance of at least one (1) drop-in session per month, every month, during the twelve (12) month term, delivered through the Virtual Consultancy, with attendance verified via the Company's systems;
- (c) submitted the "Top 2 Actions" form every weekday for the entire twelve (12) months period. Each submission must accurately list the two highest-impact actions personally completed by the Client that day. A limited grace allowance of no more than three (3) missed submissions per calendar month is permitted provided that:
  - (i) each missed submission is notified to the Company within two (2) days of occurrence; and
  - (ii) the reason relates to travel, illness, holidays, or other reasonable personal circumstances;
- (d) all agreed campaigns are continuously active (not paused or materially reduced) and must keep its calendar open, functional, and sufficiently available at all times to allow the Company to book calls and meetings as needed throughout the twelve (12) months;
- (e) maintained all required Third-Party Tech Stack subscriptions (including Acquisity, Domains and Inboxes) in active, funded, and uninterrupted status for the entire Term;
- (f) complied with all material obligations of this Agreement, including conduct standards, operational requirements, strategic-implementation requirements, and usage requirements;

Failure to meet any eligibility requirement voids the Guarantee in full.

#### 7.5 Verification Process.

Before the refund is approved, the Client must provide:

- (a) complete access to revenue logs, bank statements, payment processor statements, CRM records, appointment logs, and outreach system data;
- (b) proof that all Company strategies, workflows, and system components were implemented consistently and in good faith;
- (c) cooperate in the Company's verification process, not exceeding ten (10) business days;
- (d) accurate and truthful information throughout the verification

review. Any refusal, delay, or misrepresentation voids eligibility.

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8.1 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.

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

### **9. USE OF CLIENT WINS**

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

## **10. NON-DISPARAGEMENT**

10.1 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.

10.2 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.

10.3 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.

10.4 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.

## **11. COMPETITIVE RESTRICTIONS & NON-SOLICITATION**

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

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

## **12. WARRANTY**

12.1 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 SaaS Platform. Except as expressly stated, the Services are provided 'as-is' without other warranties.

12.2 The Company provides consultation services and implementation support. Though our services and products are tailored for our clients, we cannot give any guarantees (with the exception of clause 7) 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.

12.3 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.

12.4 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.

12.5 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.

## **13. LIMITATION OF LIABILITY & INDEMNITY**

13.1 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.

13.2 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.

13.3 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.

#### **14. DISPUTE RESOLUTION, GOVERNING LAW, & LEGAL FEES**

14.1 This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates, as applied in the Emirate of Dubai, without regard to its conflict of law principles. Except for claims by the Company relating to (i) its confidential information, (ii) intellectual property rights, (iii) unpaid fees or amounts due, or (iv) indemnification obligations, any dispute, controversy, or claim arising out of or in connection with this Agreement, including its existence, validity, interpretation, performance, breach, or termination, shall be finally resolved by binding arbitration. The arbitration shall be conducted under the Rules of Arbitration of the Dubai International Arbitration Centre (DIAC) in force at the time of commencement of the arbitration. The tribunal shall consist of a single arbitrator appointed in accordance with the DIAC Rules. The seat and legal place of arbitration shall be Dubai, United Arab Emirates. The language of the arbitration shall be English. The arbitration proceedings may be conducted remotely by video conference unless the parties otherwise agree in writing. As a condition precedent to commencing arbitration, the parties shall first attempt in good faith to resolve the dispute by means of a 30-minute video conference between senior executive representatives of each party. If the dispute is not resolved within ten (10) business days following such a meeting (or the refusal or failure of a party to participate), either party may initiate arbitration in accordance with this clause. Nothing in this clause shall prevent the Company from seeking interim, injunctive, or equitable relief from any court of competent jurisdiction in the United Arab Emirates to protect its confidential information, intellectual property, or other proprietary rights, pending the constitution of the arbitral tribunal or otherwise.

14.2 The Client agrees to resolve disputes individually and waives any right to participate in class or consolidated actions.

14.3 In the event of any dispute between the Parties concerning this Agreement, the prevailing party, whether the Client or the Company, shall be entitled to an award of reasonable attorneys' fees and court or arbitration costs directly incurred in connection with such dispute. Recovery shall be limited to customary legal expenses.

#### **15. TERMINATION & SUSPENSION**

The Company may suspend or terminate the Client's access to the SaaS Platform and/or Services immediately in the event of (i) non-payment, (ii) security risks, (iii) breach of license terms, or (iv) any other material breach of this Agreement, including without limitation breaches of confidentiality, non-disparagement, or non-compete obligations. Suspension does not relieve or pause the Client's payment obligations. The Company's termination rights are in addition to any other remedies available at law or in equity.

#### **16. FORCE MAJEURE**

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.

#### **17. 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.

## **18. 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.

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

19.1 License Grant. Subject to payment of applicable fees, the Company grants the Client a limited, revocable, non-exclusive, non-transferable license 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; or 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 The Company will not be liable for any indirect, incidental, consequential, punitive, or special damages, including lost profits or business interruption.

## **20. ENTIRE AGREEMENT**

20.1 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.

20.2 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.

## **DEFINITIONS**

"SaaS Platform" means the proprietary online software-as-a-service platform made available by the Company to the Client under this Agreement, including the features, modules, and functionality described in the Company's then-current product documentation, but excluding any third-party applications, beta features, or custom developments not expressly included.

"Client Data" means all data, files, records, content, and other information that is (i) provided by the Client to the Company in connection with the Services, or (ii) collected or generated solely on behalf of the Client through the Client's use of the SaaS Platform, excluding any Company Materials, Licensed Product, or Intellectual Property of the Company.

"Client Personal Data" means any personal data (as defined under applicable privacy and data protection laws, including GDPR, CCPA, and UAE PDPL) provided by the Client to the Company in connection with the Services.

## **AI ACQUISITION AUTOMATION AGENCY(PARTNERSHIP)**

### **1. EFFECTIVE DATE & SUBSCRIPTION TERM**

This Agreement shall come into effect on the Client onboarding date (the 'Effective Date') and shall remain in force for a period of twelve (12) months, with the exception of termination as provided in Clause 16. Should the Client wish to renew this Agreement, they may do so as outlined in Clause 6.3.

### **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 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 SaaS 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 the Client are reserved by the Company.

### **3. SERVICES PROVIDED**

**3.1** During the Term, the Company shall provide the following Services to the Client:

**3.1.1** 1-1 Executive Support (including monthly 1-1 executive board meetings once 10 clients have been secured)

**3.1.2** Access to the Company's proprietary AI Software

**3.1.3** Tailored sales funnel

**3.1.4** Access, set up and install client acquisition engine

**3.1.5** Operations set up and VA Team recruitment support and training

**3.1.6** Sales function and services (Optional)

**3.1.7** 10 Custom Build AI Agents

**3.1.8** Set up and create authority presence (including company name, logo, branding, website and 30 pieces of authority building content)

**3.1.9** Onboarding Call, which serves as the first call, to facilitate business planning and strategy planning.

**3.1.10** Access to a dedicated Slack Channel with the Leadership Team

**3.2** The Company may modify, update, or substitute elements of the Services, provided that any substitution of a deliverable expressly listed in Clause 3.1 shall require the Client's prior written consent before taking effect.

**3.3** Any amendment to these Terms of Business, the Services, fees, or any policies incorporated by reference shall require the mutual written consent of both Parties and shall not take effect until a written amendment has been executed by authorised representatives of both Parties. For the avoidance of doubt, this Clause 3.3 prevails over any conflicting provision in this Agreement.

**3.4** The Company may communicate non-material or administrative updates (such as contact details or formatting changes) via email with reasonable notice. Such updates shall not alter the Client's rights, obligations, or financial commitments under this Agreement.

**3.5** The Client's continued use of the Services shall not constitute acceptance of any amendment to fees, core deliverables, or material obligations unless the Client has provided prior written consent in accordance with Clause 3.3.

#### **4. OWNERSHIP OF ASSETS & INTELLECTUAL PROPERTY**

**4.1** Business Assets: All deliverables, assets, content, AI agents, workflows, funnels, branding, and work product created specifically for the Client in the course of performing the Services shall vest in and remain the exclusive property of the Client upon creation. For the avoidance of doubt, the Client's ownership of such deliverables is not contingent on full payment and shall survive termination of this Agreement.

**4.2** Platform IP: The Platform, including its code, templates, AI models, processes, and infrastructure, remains the exclusive property of the Company. No rights are granted except those expressly stated in this Agreement.

**4.3** The Company is not, and shall not be deemed to be, an owner, shareholder, member, partner, officer, director, or representative of the Client's business at any time. Full equity, control, and access to the Client's business always remain with the Client.

**4.4** It is expressly agreed that the Client is not allowed to use or claim the case studies of the Company as their own in their growth plans or marketing campaigns at any time.

**4.5** Upon termination or expiry of this Agreement for any reason, the Company shall promptly provide the Client with all Client-owned deliverables in a format reasonably accessible to the Client, and shall not withhold, restrict, or condition the transfer of such assets on any matter beyond outstanding undisputed fees.

#### **5. DATA OWNERSHIP & DATA PROCESSING**

**5.1** Client Data remains the sole and exclusive property of the Client. Nothing in this Agreement grants the Client any rights in or to the SaaS Platform, Company Materials, Licensed Product, or other Intellectual Property of the Company.

**5.2** The Company may process Client Personal Data solely as necessary to provide the Services, perform analytics, and improve systems, in compliance with applicable privacy and data protection laws, including but not limited to the EU General Data Protection Regulation ("GDPR"), the California Consumer Privacy Act ("CCPA"), the CPRA, and the UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data ("UAE PDPL"). Upon termination or written request by the Client, the Company shall, within a reasonable period, delete or return all Client Personal Data, subject to (i) applicable legal and regulatory retention requirements, (ii) industry-standard backup and disaster recovery practices, and (iii) the Company's legitimate business interests (e.g., fraud prevention, compliance evidence).

**5.3** The parties acknowledge that, for purposes of applicable data protection laws, the Client acts as the controller and the Company acts as the processor of Client Personal Data.

**5.4** The Client acknowledges that Client Personal Data may be transferred to and processed in jurisdictions outside of its country of origin. The Company shall ensure that such transfers are subject to appropriate safeguards as required by applicable data protection laws (including, where applicable, EU Standard Contractual Clauses or UAE PDPL-approved mechanisms).

**5.5** The Company shall implement and maintain appropriate technical and organizational measures designed to protect Client Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access, consistent with industry standards and applicable data protection laws.

#### **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** Subscription Fees shall be

**6.3** Should the Client wish to renew this Agreement for an additional term, the Client must notify the Company in writing prior to the expiry of the initial term. The renewal fee shall be USD \$5,800.00 per annum. The Company reserves the right to adjust the renewal fee at the time of renewal, provided that written notice of any such adjustment is given to the Client no less than thirty (30) days prior to the expiry of the initial term. If no such notice is provided, the renewal fee shall default to USD \$5,800.00.

**6.4** The Company reserves the right to periodically review its pricing to account for system upgrades or increased operational third party costs. The Client shall be provided with written notice of any such pricing adjustments at least thirty (30) days prior to the effective date of the revised pricing.

**6.5** With the exception of clause 8, the Company has a strict no-refund policy, also insofar as partial months.

**6.6** 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.

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

**6.8** The Client shall be solely responsible for all ongoing monthly third-party software subscription costs reasonably required to deliver the Service. Prior to execution of this Agreement, the Company shall provide the Client in writing with a complete list of all required third-party tools and their estimated monthly costs. The estimated total monthly cost of such tools shall not exceed USD \$1,000 per month under normal operating conditions. The Company shall not be liable for any disruption of Services arising from the Client's failure to maintain these subscriptions in good standing, provided the list of required tools disclosed prior to signing is accurate and complete.

## **7. REVENUE SHARE**

**7.1** In addition to the Subscription Fees, the Client shall pay the Company a revenue share equal to five percent (5%) of Cash Collected Revenue received by the Client during the twelve (12) months following the Effective Date during the Term, from customers sourced directly through the Services. For purposes of this Agreement, "Cash Collected Revenue" means amounts actually received by the Client from such customers within the applicable period, excluding any taxes, discounts, credits, and any amounts attributable to refunds and chargebacks .

**7.2** To ensure the optimal performance of the Services and accurate attribution of Revenue Share, the Parties shall conduct a brief "Performance Review" on a quarterly basis. During this review, the Client shall provide access to CRM reports or sales logs specifically filtered for leads sourced through the Company's Services. If a significant discrepancy greater than 10% arises between the Company's tracking data and the Client's reports, the Company reserves the right to request a more detailed review of relevant financial records upon ten (10) business days' notice. The Company agrees to conduct such reviews during normal business hours and in a manner designed to minimize disruption to the Client's operations.

**7.3 Self-Reporting & Monthly Statements.**

(a) Within five (5) business days following the end of each calendar month, the Client shall provide the Company with a "Success Statement" via email or a designated portal, documenting the total Cash Collected Revenue from customers sourced through the Services.

(b) The Company accepts these statements in good faith. If no report is provided by the deadline, the Company reserves the right to issue a statement based on its internal lead-tracking and CRM data for invoicing, which shall be deemed accurate unless the Client provides evidence to the contrary within forty-eight (48) hours.

(c) To maintain a frictionless partnership, the Company will not trigger a formal audit under Clause 7.2 unless the self-reported figures deviate by more than ten percent (10%) from the Company's internal tracking data for two consecutive months.

## **8. MONEY-BACK PERFORMANCE GUARANTEE**

### **8.1 Performance Guarantee.**

During the first twelve (12) months following the Effective Date, the Company guarantees that it will deliver to the Client a minimum of ten (10) new clients and one hundred thousand US dollars (USD \$100,000) in contracted revenue (collectively, the "Performance Threshold"). For purposes of this Agreement, a "new client" means

prospective customer that: (i) is introduced or sourced through the Company's efforts under this Agreement; and (ii) enters into a paid agreement with the Client for the Client's services during the 12-month period.

### **8.2 Money-Back Guarantee.**

If the Client does not achieve the Performance Threshold within the first twelve (12) months following the Effective Date, and has satisfied all eligibility requirements under Clause 8.4, then upon the Client's written request the Company shall refund to the Client one hundred per cent (100%) of the Subscription Fees paid pursuant to Clause 6.2, less a processing fee of USD \$350.00

### **8.3 Refund Timing.**

The Client must participate in a scheduled call with a member of the Company's refund team prior to submitting a written refund request. Upon successful verification under Clause 8.5, the refund shall be processed within thirty (30) days.

### **8.4 Eligibility Requirements.**

To qualify for the Money-Back Guarantee, the Client must have:

(a) maintained an active Subscription in good standing, without deliberate suspension, arrears, or chargebacks initiated in bad faith;

Failure to meet the above eligibility requirements voids the Guarantee.

### **8.5 Verification Process.**

Before the refund is approved, the Client must provide:

- (a) complete access to revenue logs, bank statements, payment processor statements, CRM records, appointment logs, and outreach system data;
- (b) cooperate in the Company's verification process, not exceeding ten (10) business days;
- (c) accurate and truthful information throughout the verification review.

Any refusal, delay, or misrepresentation voids eligibility.

## **9. CONFIDENTIALITY**

**9.1** 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.

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

## **10. USE OF CLIENT WINS**

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

## **11. NON-DISPARAGEMENT**

**11.1** 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.

**11.2** 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.

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

**11.4** 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.

## **12. COMPETITIVE RESTRICTIONS & NON-SOLICITATION**

**12.1** For six (6) months following termination of this Agreement, the Client shall not directly market or sell a service that is substantially identical to the Company's AI lead-generation automation offering as delivered under this Agreement, where such service directly targets the same client profile and competes with the Company's core business. This restriction does not apply to: (i) the Client's pre-existing businesses or services operating prior to the Effective Date; (ii) the Client's general expertise, knowledge, or skills; (iii) any service that is not directly competitive with the specific offering under this Agreement; or (iv) any activity in markets or industries where the Company does not actively operate.

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

## **13. WARRANTY**

**13.1** 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 SaaS Platform. Except as expressly stated, the Services are provided 'as-is' without other warranties.

**13.2** The Company provides consultation services and implementation support. Though our services and products are tailored for our clients, we cannot give any guarantees (with the exception of clause 8) 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.

**13.3** 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.

**13.4** 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.

**13.5** 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.

## **14. LIMITATION OF LIABILITY & INDEMNITY**

**14.1** 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.

**14.2** 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.

**14.3** 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.

## **15. DISPUTE RESOLUTION, GOVERNING LAW, & LEGAL FEES**

**15.1** This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates, as applied in the Emirate of Dubai, without regard to its conflict of law principles. Except for claims by the Company relating to (i) its confidential information, (ii) intellectual property rights, (iii) unpaid fees or amounts due, or (iv) indemnification obligations, any dispute, controversy, or claim arising out of or in connection with this Agreement, including its existence, validity, interpretation, performance, breach, or termination, shall be finally resolved by binding arbitration. The arbitration shall be conducted under the Rules of Arbitration of the Dubai International Arbitration Centre (DIAC) in force at the time of commencement of the arbitration. The tribunal shall consist of a single arbitrator appointed in accordance with the DIAC Rules. The seat and legal place of arbitration shall be Dubai, United Arab Emirates. The language of the arbitration shall be English. The arbitration proceedings may be conducted remotely by video conference unless the parties otherwise agree in writing. As a condition precedent to commencing arbitration, the parties shall first attempt in good faith to resolve the dispute by means of a 30-minute video conference between senior executive representatives of each party. If the dispute is not

resolved within ten (10) business days following such a meeting (or the refusal or failure of a party to participate), either party may initiate arbitration in accordance with this clause. Nothing in this clause shall prevent the Company from seeking interim, injunctive, or equitable relief from any court of competent jurisdiction in the United Arab Emirates to protect its confidential information, intellectual property, or other proprietary rights, pending the constitution of the arbitral tribunal or otherwise.

**15.2** The Client agrees to resolve disputes individually and waives any right to participate in class or consolidated actions.

**15.3** In the event of any dispute between the Parties concerning this Agreement, the prevailing party, whether the Client or the Company, shall be entitled to an award of reasonable attorneys' fees and court or arbitration costs directly incurred in connection with such dispute. Recovery shall be limited to customary legal expenses.

## **16. TERMINATION & SUSPENSION**

The Company may suspend or terminate the Client's access to the SaaS Platform and/or Services immediately in the event of (i) non-payment, (ii) security risks, (iii) breach of license terms, or (iv) any other material breach of this Agreement, including without limitation breaches of confidentiality, non-disparagement, or non-compete obligations.

Where suspension or termination is initiated by the Company as a result of the Client's breach or non-payment, the Client's payment obligations shall remain continuous and unaffected. Where suspension arises from a breach, failure, or inability to perform on the part of the Company, the Client's payment obligations shall be paused for the duration of such suspension and no further fees shall accrue until the Company has remedied the relevant issue and restored full access to the Services.

The Company's termination rights are in addition to any other remedies available at law or in equity. Notwithstanding the foregoing, where the Company seeks to suspend or terminate access on grounds of material breach other than non-payment or security risk, the Company shall provide the Client with written notice specifying the nature of the breach in reasonable detail and afford the Client a period of fourteen (14) days from receipt of such notice to remedy the breach where it is capable of remedy. Termination or suspension shall not take effect until such cure period has expired without remedy. Where the breach is not capable of remedy, the Company shall notify the Client in writing and termination may take effect immediately upon such notice.

## **17. FORCE MAJEURE**

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.

## **18. 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.

## **19. 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.

## **20. ENTIRE AGREEMENT**

**20.1** 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.

**20.2** 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.

## **DEFINITIONS:**

**“SaaS Platform”** means the proprietary online software-as-a-service platform made available by the Company to the Client under this Agreement, including the features, modules, and functionality described in the Company’s then-current product documentation, but excluding any third-party applications, beta features, or custom developments not expressly included.

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**“Client Personal Data”** means any personal data (as defined under applicable privacy and data protection laws, including GDPR, CCPA, and UAE PDPL) provided by the Client to the Company in connection with the Services



## AI ACQUISITION AUTOMATION AGENCY(OWNERSHIP)

### 1. EFFECTIVE DATE & SUBSCRIPTION TERM

This Agreement shall come into effect on the Client onboarding date (the 'Effective Date') and shall remain in force for a period of twelve (12) months, with the exception of termination as provided in Clause 15. Should the Client wish to renew this Agreement, they may do so as outlined in Clause 6.3.

### 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 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 SaaS 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 the Client are reserved by the Company.

### 3. SERVICES PROVIDED

**3.1** During the Term, the Company shall provide the following Services to the Client:

**3.1.1** 1-1 Executive Support (including monthly 1-1 executive board meetings once 10 clients have been secured)

**3.1.2** Access to the Company's proprietary AI Software

**3.1.3** Tailored sales funnel

**3.1.4** Access, set up and install client acquisition engine

**3.1.5** Operations set up and VA Team recruitment support and training

**3.1.6** Sales function and services (Optional)

**3.1.7** 10 Custom Build AI Agents

**3.1.8** Set up and create authority presence (including company name, logo, branding, website and 30 pieces of authority building content)

**3.1.9** Onboarding Call, which serves as the first call, to facilitate business planning and strategy planning.

**3.1.10** Access to a dedicated Slack Channel with the Leadership Team

**3.2** The Company may modify, update, or substitute elements of the Services, provided that any substitution of a deliverable expressly listed in Clause 3.1 shall require the Client's prior written consent before taking effect.

**3.3** Any amendment to these Terms of Business, the Services, fees, or any policies incorporated by reference shall require the mutual written consent of both Parties and shall not take effect until a written amendment has been executed by authorized representatives of both Parties. For the avoidance of doubt, this Clause 3.3 prevails over any conflicting provision in this Agreement.

**3.4** The Company may communicate non-material or administrative updates (such as contact details or formatting changes) via email with reasonable notice. Such updates shall not alter the Client's rights, obligations, or financial commitments under this Agreement.

**3.5** The Client's continued use of the Services shall not constitute acceptance of any amendment to fees, core deliverables, or material obligations unless the Client has provided prior written consent in accordance with Clause 3.3.

### 4. OWNERSHIP OF ASSETS & INTELLECTUAL PROPERTY

**4.1** All deliverables, assets, content, AI agents, workflows, funnels, branding, and work product created specifically for the Client in the course of performing the Services shall vest in and remain the exclusive property of the Client upon creation. For the avoidance of doubt, the Client's ownership of such deliverables is not contingent on full payment and shall survive termination of this Agreement.

**4.2** Platform IP: The Platform, including its code, templates, AI models, processes, and infrastructure, remains the exclusive property of the Company. No rights are granted except those expressly stated in this Agreement.

**4.3** The Company is not, and shall not be deemed to be, an owner, shareholder, member, partner, officer, director, or representative of the Client's business at any time. Full equity, control, and access to the Client's business always remain with the Client.

**4.4** It is expressly agreed that the Client is not allowed to use or claim the case studies of the Company as their own in their growth plans or marketing campaigns at any time.

**4.5** Upon termination or expiry of this Agreement for any reason, the Company shall promptly provide the Client with all Client-owned deliverables in a format reasonably accessible to the Client, and shall not withhold, restrict, or condition the transfer of such assets on any matter beyond outstanding undisputed fees.

## **5. DATA OWNERSHIP & DATA PROCESSING**

**5.1** Client Data remains the sole and exclusive property of the Client. Nothing in this Agreement grants the Client any rights in or to the SaaS Platform, Company Materials, Licensed Product, or other Intellectual Property of the Company.

**5.2** The Company may process Client Personal Data solely as necessary to provide the Services, perform analytics, and improve systems, in compliance with applicable privacy and data protection laws, including but not limited to the EU General Data Protection Regulation ("GDPR"), the California Consumer Privacy Act ("CCPA"), the CPRA, and the UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data ("UAE PDPL"). Upon termination or written request by the Client, the Company shall, within a reasonable period, delete or return all Client Personal Data, subject to (i) applicable legal and regulatory retention requirements, (ii) industry-standard backup and disaster recovery practices, and (iii) the Company's legitimate business interests (e.g., fraud prevention, compliance evidence).

**5.3** The parties acknowledge that, for purposes of applicable data protection laws, the Client acts as the controller and the Company acts as the processor of Client Personal Data.

**5.4** The Client acknowledges that Client Personal Data may be transferred to and processed in jurisdictions outside of its country of origin. The Company shall ensure that such transfers are subject to appropriate safeguards as required by applicable data protection laws (including, where applicable, EU Standard Contractual Clauses or UAE PDPL-approved mechanisms).

**5.5** The Company shall implement and maintain appropriate technical and organizational measures designed to protect Client Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access, consistent with industry standards and applicable data protection laws.

## **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** Subscription Fees shall be \$49,800 USD (excluding tax;)

**6.3** Should the Client wish to renew this Agreement for an additional term, the Client must notify the Company in writing prior to the expiry of the initial term. The renewal fee shall be USD \$5,800.00 per annum. The Company reserves the right to adjust the renewal fee at the time of renewal, provided that written notice of any such adjustment is given to the Client no less than thirty (30) days prior to the expiry of the initial term. If no such notice is provided, the renewal fee shall default to USD \$5,800.00.

**6.4** The Company reserves the right to periodically review its pricing to account for system upgrades or increased operational third party costs. The Client shall be provided with written notice of any such pricing adjustments at least thirty (30) days prior to the effective date of the revised pricing.

**6.5** With the exception of clause 7, the Company has a strict no-refund policy, also insofar as partial months.

**6.6** 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.

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

**6.8** The Client shall be solely responsible for all ongoing monthly third-party software subscription costs reasonably required to deliver the Service. Prior to execution of this Agreement, the Company shall provide the Client in writing with a complete list of all required third-party tools and their estimated monthly costs. The estimated total monthly cost of such tools shall not exceed USD \$1,000 per month under normal operating conditions. The Company shall not be liable for any disruption of Services arising from the Client's failure to maintain these subscriptions in good standing, provided the list of required tools disclosed prior to signing is accurate and complete.

## **7. MONEY-BACK PERFORMANCE GUARANTEE**

### **7.1 Performance Guarantee.**

During the first twelve (12) months following the Effective Date, the Company guarantees that it will deliver to the Client a minimum of ten (10) new clients and one hundred thousand US dollars (USD \$100,000) in contracted revenue (collectively, the "Performance Threshold"). For purposes of this Agreement, a "new client" means a prospective customer that: (i) is introduced or sourced through the Company's efforts under this Agreement; and (ii) enters into a paid agreement with the Client for the Client's services during the 12-month period.

### **7.2 Money-Back Guarantee.**

If the Client does not achieve the Performance Threshold within the first twelve (12) months following the Effective Date, and has satisfied all eligibility requirements under Clause 7.4, then upon the Client's written request the Company shall refund to the Client one hundred per cent (100%) of the Subscription Fees paid pursuant to Clause 6.2, less a processing fee of USD \$350.00. Following any such refund and any resulting termination of this Agreement, the Client shall retain all work product, deliverables, and assets created or used in connection with the Services for the Client to enable the Client to manage the business independently, except for the Company's pre-existing proprietary materials, templates, software, or tools not created specifically for the Client.

### **7.3 Refund Timing.**

The Client must participate in a scheduled call with a member of the Company's refund team prior to submitting a written refund request. Upon successful verification under Clause 7.5, the refund shall be processed within thirty (30) days.

### **7.4 Eligibility Requirements.**

To qualify for the Money-Back Guarantee, the Client must have:

(a) maintained an active Subscription in good standing, without deliberate suspension, arrears, or chargebacks initiated in bad faith;

Failure to meet the above eligibility requirements voids the Guarantee.

### **7.5 Verification Process.**

Before the refund is approved, the Client must provide:

(a) complete access to revenue logs, bank statements, payment processor statements, CRM records, appointment logs, and outreach system data;

(b) cooperate in the Company's verification process, not exceeding ten (10) business days;

(c) Accurate and truthful information throughout the verification review. Any refusal, delay, or misrepresentation voids eligibility.

## **8. CONFIDENTIALITY**

**8.1** 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.

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

## **9. USE OF CLIENT WINS**

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

## **10. NON-DISPARAGEMENT**

**10.1** 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.

**10.2** 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.

**10.3** 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.

**10.4** 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.

## **11. COMPETITIVE RESTRICTIONS & NON-SOLICITATION**

**11.1** For six (6) months following termination of this Agreement, the Client shall not directly market or sell a service that is substantially identical to the Company's AI lead-generation automation offering as delivered under this Agreement, where such service directly targets the same client profile and competes with the Company's core business. This restriction does not apply to: (i) the Client's pre-existing businesses or services operating prior to the Effective Date; (ii) the Client's general expertise, knowledge, or skills; (iii) any service that is not directly competitive with the specific offering under this Agreement; or (iv) any activity in markets or industries where the Company does not actively operate.

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

## **12. WARRANTY**

**12.1** 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 SaaS Platform. Except as expressly stated, the Services are provided 'as-is' without other warranties.

**12.2** The Company provides consultation services and implementation support. Though our services and products are tailored for our clients, we cannot give any guarantees (with the exception of clause 7) 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.

**12.3** 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.

**12.4** 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.

**12.5** 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.

## **13. LIMITATION OF LIABILITY & INDEMNITY**

**13.1** 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.

**13.2** 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.

**13.3** 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.

#### **14. DISPUTE RESOLUTION, GOVERNING LAW, & LEGAL FEES**

**14.1** This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates, as applied in the Emirate of Dubai, without regard to its conflict of law principles. Except for claims by the Company relating to (i) its confidential information, (ii) intellectual property rights, (iii) unpaid fees or amounts due, or (iv) indemnification obligations, any dispute, controversy, or claim arising out of or in connection with this Agreement, including its existence, validity, interpretation, performance, breach, or termination, shall be finally resolved by binding arbitration. The arbitration shall be conducted under the Rules of Arbitration of the Dubai International Arbitration Centre (DIAC) in force at the time of commencement of the arbitration. The tribunal shall consist of a single arbitrator appointed in accordance with the DIAC Rules. The seat and legal place of arbitration shall be Dubai, United Arab Emirates. The language of the arbitration shall be English. The arbitration proceedings may be conducted remotely by video conference unless the parties otherwise agree in writing. As a condition precedent to commencing arbitration, the parties shall first attempt in good faith to resolve the dispute by means of a 30-minute video conference between senior executive representatives of each party. If the dispute is not resolved within ten (10) business days following such a meeting (or the refusal or failure of a party to participate), either party may initiate arbitration in accordance with this clause. Nothing in this clause shall prevent the Company from seeking interim, injunctive, or equitable relief from any court of competent jurisdiction in the United Arab Emirates to protect its confidential information, intellectual property, or other proprietary rights, pending the constitution of the arbitral tribunal or otherwise.

**14.2** The Client agrees to resolve disputes individually and waives any right to participate in class or consolidated actions.

**14.3** In the event of any dispute between the Parties concerning this Agreement, the prevailing party, whether the Client or the Company, shall be entitled to an award of reasonable attorneys' fees and court or arbitration costs directly incurred in connection with such dispute. Recovery shall be limited to customary legal expenses.

## **15. TERMINATION & SUSPENSION**

The Company may suspend or terminate the Client's access to the SaaS Platform and/or Services immediately in the event of (i) non-payment, (ii) security risks, (iii) breach of license terms, or (iv) any other material breach of this Agreement, including without limitation breaches of confidentiality, non-disparagement, or non-compete obligations.

Where suspension or termination is initiated by the Company as a result of the Client's breach or non-payment, the Client's payment obligations shall remain continuous and unaffected. Where suspension arises from a breach, failure, or inability to perform on the part of the Company, the Client's payment obligations shall be paused for the duration of such suspension and no further fees shall accrue until the Company has remedied the relevant issue and restored full access to the Services.

The Company's termination rights are in addition to any other remedies available at law or in equity. Notwithstanding the foregoing, where the Company seeks to suspend or terminate access on grounds of material breach other than non-payment or security risk, the Company shall provide the Client with written notice specifying the nature of the breach in reasonable detail and afford the Client a period of fourteen (14) days from receipt of such notice to remedy the breach where it is capable of remedy. Termination or suspension shall not take effect until such cure period has expired without remedy. Where the breach is not capable of remedy, the Company shall notify the Client in writing and termination may take effect immediately upon such notice.

## **16. 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.

## **17. 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.

## **18. 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.

## **19. ENTIRE AGREEMENT**

**19.1** 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.

**19.2** 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.

**DEFINITIONS:**

***“SaaS Platform”*** means the proprietary online software-as-a-service platform made available by the Company to the Client under this Agreement, including the features, modules, and functionality described in the Company’s then-current product documentation, but excluding any third-party applications, beta features, or custom developments not expressly included.

***“Client Data”*** means all data, files, records, content, and other information that is (i) provided by the Client to the Company in connection with the Services, or (ii) collected or generated solely on behalf of the Client through the Client’s use of the SaaS Platform, excluding any Company Materials, Licensed Product, or Intellectual Property of the Company.

***“Client Personal Data”*** means any personal data (as defined under applicable privacy and data protection laws, including GDPR, CCPA, and UAE PDPL) provided by the Client to the Company in connection with the Services.