

This agreement (this "Agreement") is entered into by and between Red2Green Group LLC. ("Company") and ANDRAS CRUZAED ("Employee"). WHEREAS, Company is desirous of having employee's assist in its client services. WHEREAS, Company is engaged in the business of search engine marketing and paid media management (hereinafter the "Business");

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

1. Duties to be performed.

The following duties of Employee are non-exclusive and shall only be undertaken by Employee if requested by Company and in Company's sole discretion. Nothing herein shall be deemed to obligate the Company to provide work to the Employee to perform.

- Lead and manage a portfolio of high value new and existing customers individually, focused on managing priorities among launching new campaigns, sustaining existing customers, and advocating to high potential customers.
- Build and optimize campaign and/or sales strategies using best in class product knowledge, third party data, and rigorous analytical methods.
- Develop insights and narratives using Google Ads, Analytics, Facebook and third-party data that show the holistic impact of the Paid Media investment against the customer's advertising goals.
- Manage internal team/customer and/or prospect relationship at all levels (day to-day to CMO), of all sizes (Fortune 500 to startup), and of all types (Agency and direct customer).

2. Term.

This Agreement will commence upon signing the contract. This agreement is considered at-will employment. Either party may terminate this agreement, on ten (10) days written notice from the terminating party (email shall be sufficient notice). This Agreement is for an indefinite period and may be ended by either party with the above course of action.

3. Compensation.

The employee shall be paid a fixed sum of the following:

Month 1-6 : \$3000/month

Month 6-12: \$3350/month
Month 12+: \$3700/month

4. Confidentiality.

Employee acknowledges and agrees that she will not divulge to anyone (other than the Company and its affiliates or any persons employed or designated by the Company or in connection with the Employees duties hereunder) any knowledge or information of any type whatsoever of a confidential nature relating to the Business of the Company or its affiliates, including, without limitation, nonpublic information concerning the financial data, strategic business plans, product development (or other proprietary product data), customer lists, marketing plans and other non-public, proprietary and confidential information of the Company or its affiliates, customers or suppliers, that, in any case, is not otherwise available to the public (other than by Employee's breach of the terms hereof). The contents of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

5. Non-Solicitation.

During the term of this Agreement and for two years after any termination of this Agreement, Employee will not, without the prior written consent of Company, either directly or indirectly, on Employee's own behalf or in the service or on behalf of others, solicit or attempt to solicit, business from any of Company's clients. For the purposes of this Agreement, Company's clients shall consist of any third party who has contracted or communicated with Company to perform services that are related to Company's Business.

6. PROPRIETARY RIGHTS.

All materials, including but not limited to any computer software (whether in object code or source code form), script, programming code, data, information or HTML script developed or provided by Employee under this Agreement, and any trade secrets, know-how, methodologies, and processes related to Employee's provision of Services, and including without limitation all copyrights, trademarks, service marks, patents, trade secrets and other proprietary rights inherent therein and appurtenant thereto, together with any enhancements thereto and improvements thereof (collectively, "Employee Materials"), shall be and remain the sole and exclusive property of Company.

7. Limited Agency.

Company agrees and acknowledges that the performance of certain of the Duties will involve direct contact between Company (or its employees, consultants, independent employees or other representatives referred to collectively as "Company's Representatives") and Company's clients. Company hereby grants to Employee the right to hold himself or herself out as a representative of Company and to contact any person on Company's behalf, provided that such grant shall be limited to actions by Employee in connection with the performance of the Duties pursuant to this Agreement. Without limiting any other provision of the Agreement, Employee hereby expressly agrees to indemnify Company and Company's Representatives, and the respective affiliates of each of them for any losses, damages, expenses and fees suffered by

any of them in connection with such person's actions on behalf of Company pursuant to this Agreement.

8. Entire Agreement.

This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

9. Amendment.

This Agreement may be amended only by a writing signed by Company and Employee.

10. Severability.

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

11. Rights Cumulative.

The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successors), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

12. Non Waiver.

No failure or neglect of either part hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of Company, by the head of Company or other person duly authorized by Company.

13. Assignment.

This Agreement may not be assigned by Employee without Company's prior written consent.

14. Compliance with Law.

In connection with his/her services rendered hereunder, Employee agrees to abide by all federal, state, and local laws, ordinances and Regulations.

15. Independent Employee.

Employee shall bear the exclusive responsibility for payment of all federal, state and local income taxes, unemployment insurance and Social Security payments. Company shall not withhold any amount of money due to Employee for the payment of such taxes, or for unemployment insurance, or Social Security benefits.

16. INDEMNIFICATION.

Employee agrees to indemnify, defend, and hold harmless Company, its directors, officers, employees, agents and any other of Company's Representatives, and to defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including attorneys' fees, to the extent that such action claim, demand, cause of action, debt or liability: (i) arises from or relates in any way to the Employee or Company's provision of the Duties, except to the extent such claim results from the gross negligence or willful misconduct of Company; (ii) relates to any inaccuracy in or breach of any of Employee's representations, warranties, or agreements hereunder; (iii) otherwise arises out of the negligence or willful misconduct of Employee; or (iv) arises out of allegations that any of the Employee's Materials to be provided by Employee hereunder or other material on sites infringes or violates any rights of third parties, including, without limitation, contract rights, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

17. LIMITATION OF LIABILITY.

COMPANY SHALL HAVE NO LIABILITY TO EMPLOYEE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY PERSON OR ENTITY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF COMPANY TO EMPLOYEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO ONE HUNDRED PERCENT (100%) OF THE AMOUNT ACTUALLY PAID FOR 1 MONTH'S SERVICES UNDER THIS AGREEMENT.

18. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by the laws of the State of Illinois.

David Kovacs

11 / 29 / 2021



12 / 02 / 2021

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SENT

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Sent for signature to Andras Vajda Cruz-Aedo
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VIEWED

11 / 30 / 2021

04:30:11 UTC

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SIGNED

12 / 02 / 2021

18:49:10 UTC

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(andrascruzaedo@email.arizona.edu)
IP: 47.156.163.108



COMPLETED

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The document has been completed.