

2023 MARKETING STRATEGY AND DEPLOYMENT SIGNEASY SOW WORKFLOW

OVERVIEW

GroundSwell Group will help execute the Signeasy Bay Area, CA billboard campaign and NASDAQ Building New York City digital ad take over.

TIMING

Dates and locations

- January 24, 2023 – NASDAQ Building New York City
- January 24 – February 20, 2023 – San Francisco/Bay Area

COMPONENTS

- Billboard – SF/Bay Area
- NASDAQ Building – New York City

PRODUCTION TO INCLUDE

- Digital Billboard - NYC

Market Name / Location	Sign Type	Size	From	To	Timing	Cost
NYC Nasdaq	Digital Bulletin	120'H x 84'W	24-Jan-23	24-Jan-23	1:00pm EST-1:05pm EST	\$ 6,600.00

- Static Billboard – SF/Bay Area

OOH SERVICES

Product	Display	Start Week	Period Type	Periods	Total Price
Bulletin	#001636 - Bayshore Frwy (US 101)	1/23/23	4-week	1	\$ 23,000.00
	ES 150ft N/O Paul (No Ext) F/S - 1 - 14' x 48'				

PRODUCTION SERVICES

Description	Billable Date	Unit Qty	Unit Rate	Taxes	Total Price
San Francisco: 1 14 x 48	1/18/23	1	\$ 925.00	\$ 85.56	\$ 1,010.56

OTHER SERVICE CHARGES

Product	Description	Billable Date	Unit Rate	Taxes	Total Price
Production Delivery	2-day delivery	1/18/23	\$ 75.00	\$ 6.94	\$ 81.94

TOTALS

	Bulletin	Production	Delivery	Taxes	Total
\$	23,000.00	\$ 925.00	\$ 75.00	\$ 92.50	\$ 24,092.50

TOTAL INVESTMENT:

- Digital Billboard - \$6,600 + Static Billboard - \$24,092.50 = **\$30,692.50**

PAYMENT SCHEDULE:

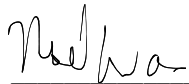
- Payment due as follows:
 - 100% January 18, 2023

TERMS AND CONDITIONS

1. Approval and Changes. GroundSwell will provide Client with various materials for approval prior to the start of the Services. Once approved by Client, any changes to previously approved material will be at the Client's sole expense. Some changes may not be possible if received too close to the execution date of the services. If changes to the Services are requested by either Party, an email requesting those changes (along with any modifications to pricing) may be sent for approval. Once approved via email, those changes shall become binding modifications to this Agreement.
2. Payments and Due Dates. Client is responsible for strict compliance with the payments and due dates above. If any payment is not timely received by GroundSwell, they reserve the right to take any or all of the following actions:
 - a. Terminate this Agreement and any Services therein;
 - b. Modify the Services in their discretion to comport with the payments received;
 - c. Proceed with the Services and seek full payment from Client at a later date.
3. Refund Policy. Except as may be expressly stated elsewhere in this Agreement, there are no refunds for any payments previously made by Client.
4. Disclaimer of Liability for Acts of Others. From time to time, there are circumstances beyond GroundSwell's control which may cause delayed performance, or in extreme cases, prevent performance of the Services altogether. Client waives all claims against GroundSwell due to circumstances beyond its reasonable control including, but not limited to: weather, regulatory authorities, mechanical conditions, labor stoppages, or non-performance by GroundSwell's contractors. GroundSwell's obligations shall be limited to rescheduling and/or reassigning of the Services to a comparable location or time.
5. Representations and Warranties of GroundSwell. GroundSwell represents that it has the necessary skills and experience needed to fulfill the Services, either by its own staff or through qualified outside agencies. GroundSwell expressly disclaims any other representations or warranties, expressed or implied, with respect to the Services. These disclaimers specifically include, but are not limited to, any guarantee of success or profit, merchantability or fitness for a particular purpose.
6. Representations and Warranties of Client. Client represents that it is contracting with GroundSwell for the Services in a manner that will not violate any law or regulation, and that those Services will not unlawfully or adversely affect the rights of other persons or entities.
7. Indemnification. Other than as caused by the negligent acts of GroundSwell, Client hereby indemnifies and holds harmless GroundSwell and its officers, employees, agents, insurers, and contractors from claims, losses, liabilities, and damages relating to or arising from this Agreement including, but not limited to, Client's breach of its representations and warranties hereunder.
8. Limitation of Liability and Damages. Under all circumstances, GroundSwell's maximum liability for all claims shall be limited to the amount actually paid by the Client pursuant to this Agreement. This limitation applies to all claims no matter the legal theory they are brought under, whether they be in contract or tort or any other theory. No consequential, incidental, exemplary, or punitive damages may be awarded against any Party to this Agreement.
9. Alternative Dispute Resolution. In the event of a dispute between the Parties (which exceeds the limitation of Small Claims Court), the parties shall first bring such claims before a mutually agreeable

mediator. Failure to engage in mediation by either Party shall preclude them from the recovery of attorney fees. In the event a dispute remains after mediation, the parties shall submit their claims to a mutually agreeable arbitrator under the Commercial Rules of Judicate West, whose decision shall be final and binding. Any mediations or arbitrations shall take place in Los Angeles County, California.

10. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of California and to the extent necessary, adjudicated in the state and federal courts located in Los Angeles County, California.
11. Attorney Fees. All Parties shall pay their own attorney fees in the drafting and reviewing of this Agreement. In the event of a dispute between the Parties, the prevailing party shall be entitled to recover reasonable attorney fees, costs, and arbitration fees from the non-prevailing party.
12. Miscellaneous Provisions.
 - a. This Agreement may be executed in counterparts, including electronically, which taken together shall form one legal instrument.
 - b. Neither party may assign this Agreement without the other's prior written consent.
 - c. Any notices to be given under this Agreement shall be by electronic mail, to the email address(s) customarily used by the Parties.
 - d. This Agreement contains the entire understanding of the Parties regarding any matters between them. Any alleged oral representations of modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification (which may be via email).
 - e. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect.



Proposed by GroundSwell Group

01/22/23

Date



Accepted by Signeasy

01/22/23

Date