

MARKETING AGREEMENT

CAMBRIDGE CREDIT COUNSELING AND ISAAC EQUITIES, LLC

This Agreement (the “Agreement”) is being entered into on this June 20, 2025 (the “Effective Date”), by and between Cambridge Credit Counseling Corp., with its principal place of business at 67 Hunt Street, Agawam, Massachusetts 01001 (hereinafter “Cambridge”), and Isaac Equities, LLC, doing business as Rescore Consulting (hereinafter “Rescore”), with its principal location at 16 Fillmore Ct #302 Monroe, NY 10950.

I. Statement of Purpose.

Cambridge provides credit counseling, debtor education, and financial wellness services to financially distressed consumers. Cambridge wishes to increase its presence in the public and increase the number of consumers and families counseled in accordance with Cambridge’s mission statement. Rescore Consulting is a marketing and consulting firm. Rescore has offered to introduce Cambridge Credit Counseling to organizations and consumers who may need or be interested in Cambridge’s services. This agreement and Statement of Purpose are intended to define the services and means of delivery to be rendered by Rescore Consulting and the compensation payable by Cambridge to Rescore.

II. Services.

Rescore agrees to introduce Cambridge’s services to organizations and individuals who could benefit from the financial education, credit counseling, and debt management programs that Cambridge offers.

(a) Cambridge understands the frequency of consumer inquiries is subject to fluctuation and that no daily or weekly quota is required under this Agreement.

(b) Cambridge understands that, given the nature of consumer inquiries and the method by which they are generated, their performance cannot be guaranteed. Not every consumer inquiry will be made by a visitor who matches the criteria for Cambridge’s services.

III. Use of Data.

Unless otherwise stated in this Agreement, the consumer inquiries delivered to Cambridge under this Agreement are for Cambridge’s use only. Cambridge agrees that it shall not resell, exchange, transfer or distribute any data that results from a

consumer inquiry to any other person or entity (except within the same organization or to any regulatory body with appropriate jurisdiction authority). Any violation of this provision will result in Rescore's right to immediately terminate this Agreement. Cambridge agrees to the following, pursuant to Telemarketing Sales Rules, which allow for a maximum of 90 days to follow-up on "Inquiries." Cambridge further agrees to honor all Do Not Call and Do Not Mail federal, state, county and local laws, rules, and regulations, specifically including the Telemarketing Sales Rule (16 CFR Part 310).

IV. Website.

Cambridge gives Rescore the right to use: (a) creative elements found on Cambridge's pre-existing website; (b) any of Cambridge's creative elements deemed appropriate at the sole discretion of Rescore; (c) design elements, content, logos, graphics, images, or other relevant information (the "Creative Elements") provided to Rescore by Cambridge. Cambridge retains final approval rights of any/all content used in the marketing campaign prior to its commencement.

V. License.

For the term of this Agreement, Cambridge hereby grants to Rescore and Rescore's affiliates and partners a non-exclusive, royalty-free, worldwide license to (a) use, perform and display all Creative Elements delivered hereunder in accordance with the terms of this Agreement; (b) use the Creative Elements to create information about Cambridge's business to be used as part of the marketing process; (c) use all associated Cambridge intellectual property in connection therewith. Title to and ownership of all intellectual property rights of all Creative Elements and associated Cambridge intellectual property shall remain with Cambridge. In addition, Cambridge agrees that Rescore may, during the term of this Agreement and thereafter, include Cambridge's name (including any trade name, trademark, service mark and logo) and any website built on behalf of Cambridge on Rescore's customer list and in its marketing materials and sales presentations.

VI. Intellectual Property.

As between the parties, Cambridge acknowledges that Rescore owns and shall at all times retain all rights, title and interest in and to: (a) Rescore trademarks, service marks, logos, brands and trade names; (b) any/all creative website development work done on behalf of Cambridge; and (c) all intellectual property rights already associated with Rescore.

VII. Fees, Retainer and Payment.

Rescore will receive \$400 per client that Cambridge enrolls as a result of Rescore's marketing efforts. Appropriate compensation will be due and payable starting on the 15th of the month following the execution of the client contract and remain payable by the 15th day of each month thereafter until this Agreement is terminated.

Cambridge and Rescore may agree to alter the amount of this retainer or to determine an appropriate payment amount by written amendment to this Agreement, based upon an evaluation of Rescore's performance every ninety (90) days from the effective date of this Agreement. At no time will Cambridge pay Rescore any additional amount based on the enrollment or retention of consumers referred to Cambridge for financial education and counseling.

VIII. Termination.

In addition to any other remedies that may be available to it, either party may immediately terminate this Agreement in the event of any breach of the representations and warranties contained herein or nonperformance of any of its obligations hereunder. Either party may cancel this Agreement for any reason immediately upon written notice. Payment for services provided prior to termination date shall survive termination.

IX. Cambridge Representations and Warranties.

Cambridge is solely responsible for any liability arising out of or relating to any Creative Elements provided by Cambridge hereunder. Cambridge represents and warrants that no part of the Creative Elements provided to Rescore will: (a) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (b) violate any law, statute, ordinance, or regulation, including, without limitation, laws and regulations governing export control, false advertising, or unfair competition. Cambridge further represents and warrants that the product or service that is being promoted through Rescore is not the subject of any ongoing investigation by any local, state, or federal regulatory or quasi-regulatory authorities. Cambridge agrees to defend, indemnify and hold harmless Rescore, its subsidiaries, affiliates and parent companies and their respective directors, officers, agents and employees for any and all losses, costs, liabilities or expenses (including without limitation reasonable attorneys' fees and expenses) incurred or arising from: (i) any breach of the foregoing representations and warranties; (ii) any claim arising from the sale or license of Cambridge's goods or services; or (iii) any other act, omission or misrepresentation by Cambridge.

X. Disclaimer of Warranties

Rescore provides its services and the services of its affiliates and partners, as performed hereunder, on an “as-is” and “as-available” basis, without any warranty of any kind. Rescore disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranty of merchantability of fitness for a particular purpose and implied warranties arising from course of dealing or course of performance.

XI. Limitations of Liability.

In no event shall Rescore be liable for any special, indirect, incidental or consequential damages (including, without limitation, for breach of contract, warranty, negligence or strict liability), or for interrupted communications, loss or use, lost business, lost data or lost profits (even if Rescore was advised of the possibility of any of the foregoing), arising out of or in connection with this agreement. Under no circumstances shall Rescore be liable to Cambridge or any third parties for an amount greater than the amounts received hereunder.

XII. Indemnity.

Cambridge agrees to indemnify, defend, and hold harmless Rescore for any claims, liabilities, costs, and expenses (including reasonable attorney’s fees) made against Rescore by a third party or parties as a result of the acts or omissions or breach of this Agreement by Cambridge. Rescore agrees to indemnify, defend, and hold harmless Cambridge for any claims, liabilities, costs, and expenses (including reasonable attorney’s fees) made against Cambridge by a third party or parties as a result of acts of gross negligence or willful misconduct by Rescore, including violations of the Telephone Consumer Protection Act. In the event either of these indemnities include claims against the employees, agents, or affiliates of Rescore or Cambridge, those employees, agents, or affiliates shall be indemnified just as their principal would be. Cambridge releases Rescore from any liability relating to lawsuits or claims brought against Cambridge by clients introduced to Cambridge by Rescore. Rescore does not and shall not provide financial advice to clients it introduces to Cambridge.

XIII. Confidential Information.

“Confidential Information” shall mean any and all oral or written information that is identified as confidential and is provided by one party to the other. Neither Cambridge nor Rescore shall disclose or use the other party’s Confidential Information for any purpose other than the purposes contemplated by this Agreement unless such disclosure or use is allowed by written permission of the other party. Notwithstanding

any other provisions hereof, either party may disclose the other party's Confidential Information to the extent required by applicable law, but only after five (5) days' prior written notification to the other party of such required disclosure. Upon termination, cancellation, or expiration of this Agreement for any reason, or upon request by either party, all Confidential Information of the requesting party, together with any copies thereof, shall be returned to that party or certified destroyed. Cambridge's Confidential Information shall remain the property of Cambridge, and Rescore's Confidential Information shall remain the property of Rescore.

XIV. Governing Law.

This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to conflict of laws principles. Cambridge and Rescore agree to submit to jurisdiction in Massachusetts and venue in the courts of Hampden County. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Cambridge may not assign this Agreement without the prior written consent of Rescore. The parties' rights and obligations will bind and inure to the benefit of their respective successors, heirs, executors, and joint administrators and permitted assigns. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. This Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures.

XV. Other Agreements.

This Agreement sets forth the entire agreement of the parties and supersedes any and all prior oral or written agreements or understandings between the parties as to the subject matter hereof. Only a writing signed by both parties may change this Agreement.

XVI. Term.

The term of this Agreement shall be the period commencing on June 20, 2025, and ending on June 20, 2028. In addition, this Agreement may be terminated immediately at will by either party for cause.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate with each copy having been deemed an original by the duly authorized representatives as of the day and year first above written.

For Cambridge:

By: _____ Date: _____
Christopher Viale, President and CEO

For Isaac Equities, LLC:

By: _____ Date: 6/30/2025
Isaac Joseph, President