

Washé, LLC
Software License and Services Agreement

THIS SOFTWARE LICENSE AND SERVICES AGREEMENT (“Agreement”) is entered into between you, an individual (“you” or “You”) and Washé, LLC, a Florida limited liability company (the “Company”). You and Company may be collectively referred to as “Parties” and each referred to as a “Party.”

Company provides software services enabling you to seek, receive, and fulfill requests for vehicle detailing services (“Detailing Services”) from an end user (“User”) of Company’s mobile software application (the “Application”). In connection with your use of the Application, you desire to enter into this Agreement for the purpose of accessing the Application. You acknowledge and agree that Company is a technology services provider that does not provide mobile vehicle washing services. In order to use the Application, you must agree to the terms and conditions that are set forth below. By executing this Agreement (electronically or otherwise), you acknowledge that you have read and understood all of the terms of this Agreement.

1. Use of the Application.

a. *Application Code.* Company will issue you an identification code and password (“Application Code”) that enables you to access and use the Application on a mobile device that meets the Company’s technical requirements for mobile devices as set forth on its website and on which the Application has been installed as authorized by the Company (a “Device”). You agree that you will maintain the confidentiality of your Application Code and not share your Application Code with any third party. You will immediately notify Company of any actual or suspected breach or improper use or disclosure of your Application Code or the Application.

b. *Provision of Mobile Vehicle Detailing Services.* When the Application is active, you will be notified through the Application of User requests for Detailing Services by Users located in your general service area. If you accept a User's request for Detailing Services, the Application will provide you with certain information about the User made available to you in connection with the User’s request for and use of the Detailing Services (“User Information”) through the Application, including the User's first name and vehicle location. The User will provide you with specifications on which Detailing Services are requested, either through the Application or in person. You acknowledge and agree that once you have accepted a User's request for Detailing Services, the Application may provide certain information about you to the User, including your first name, contact information, photo and location. You shall not contact any Users for any reason except for the purposes of fulfilling Detailing Services. As between Company and you, you acknowledge and agree that: (a) you shall be solely responsible for determining the most effective, efficient and safe manner to perform each instance of Detailing Services; and (b) except for the Application, you shall provide all necessary equipment, transportation, vehicles, tools and other materials (your “Equipment”), at your own expense, necessary to perform Detailing Services.

c. *Your Relationship with Users.* You acknowledge and agree that your provision of Detailing Services to Users creates a direct business relationship between you and the User. Company is not responsible or liable for the actions or inactions of a User in relation to your activities or your Equipment. You shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from your provision of Detailing Services. You acknowledge and agree that you are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate licenses and insurance that meets the requirements of all applicable laws) regarding any acts or omissions of a User or third party. You acknowledge and agree that Company may release your contact and/or

insurance information to a User upon such User's reasonable request. You acknowledge and agree that you shall not transport Users in connection with the Detailing Services. You acknowledge and agree that you will provide the requested Detailing Services in a prompt manner and without unauthorized interruption.

d. *Your Relationship with Company.* You acknowledge and agree that Company's provision to you of the Application creates a direct business relationship between Company and you. Company does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement, specifically including in connection with your provision of Detailing Services, your acts or omissions, or your operation and maintenance of your Equipment. You retain the sole right to determine when and for how long you will utilize the Application or provide Detailing Services. You retain the option, in the Application, to attempt to accept or to decline or ignore a User's request for Detailing Services, or to cancel an accepted request for Detailing Services in the Application. With the exception of any signage required by local law or permit/license requirements, Company shall have no right to require you to: (a) display Company's or any of its affiliates' names, logos or colors on your Equipment; or (b) wear a uniform or any other clothing displaying Company's or any of its affiliates' names, logos or colors. You acknowledge and agree that you have complete discretion to provide services or otherwise engage in other business or employment activities. For the sake of clarity, subject to the provisions of Section 5, you understand that you retain the complete right to (i) provide detailing services outside of the Application; and (ii) engage in any other occupation or business. Company retains the right to, at any time at Company's sole discretion, deactivate or otherwise restrict you from accessing or using the Application in the event of a violation of this Agreement, your disparagement of Company or any of its affiliates, your act or omission that causes harm to Company's or its affiliates' brand, reputation or business as determined by Company in its sole discretion, or for any other reason at the reasonable discretion of Company.

e. *Devices.* You agree that (i) you are responsible for the acquisition, cost and maintenance of your Devices as well as any necessary wireless data plan; and (ii) Company shall make available the Application for installation on your Device. Company hereby grants you a personal, non-exclusive, non-transferable license to install and use the Application on your Device solely for the purpose of providing Detailing Services. You agree to not provide, distribute or share, or enable the provision, distribution or sharing of, the Application (or any data associated therewith) with any third party. The foregoing license grant shall immediately terminate and you will delete and fully remove the Application from your Device in the event that you cease to provide Detailing Services in connection with your use of the Application. You agree that: (i) use of the Application on your Device requires an active data plan with a wireless carrier associated with your Device, which data plan will be provided by you at your own expense; and (ii) use of the Application on your Device may consume very large amounts of data through the data plan. Company shall not be responsible for any fees, costs or overage charges associated with any data usage or plan.

f. *Location Based Services.* You acknowledge and agree that your geo-location information must be provided to the Company through your Device in order to provide Detailing Services. You acknowledge and agree that: (a) your geo-location information will be monitored and tracked by the Company when you are logged into the Application and available to receive requests for Detailing Services or when you are providing Detailing Services; and (b) your approximate location will be displayed to the User before and during the provision of Detailing Services to such User. In addition, Company and its affiliates may monitor, track and share your geo-location information obtained by the Application and Device for their technical, marketing and commercial purposes, including to provide and improve their products and services.

2. **Equipment.**

a. You acknowledge and agree that at all times, you shall: (a) hold and maintain (i) a valid driver's license with the appropriate level of certification to operate your Equipment, and (ii) all licenses, permits, approvals and authority applicable to you that are necessary to provide mobile vehicle detailing services to third parties in the state of Florida; (b) possess the appropriate and current level of training, expertise and experience to provide Detailing Services in a professional manner with due skill, care and diligence; and (c) maintain high standards of professionalism, quality of service and courtesy. You acknowledge and agree that you may be subject to certain background checks from time to time in order to qualify to provide, and remain eligible to provide, Detailing Services. You acknowledge and agree that Company reserves the right, at any time in Company's sole discretion, to deactivate or otherwise restrict you from accessing or using the Application if you fail to meet the requirements set forth in this Agreement.

b. You acknowledge and agree that your Equipment shall at all times be: (a) properly registered and licensed to provide Detailing Services; (b) owned or leased by you, or otherwise in your lawful possession; (c) suitable for performing the Detailing Services contemplated by this Agreement; (d) maintained in a clean and sanitary condition; and (e) maintained in good operating condition, consistent with industry safety and maintenance standards for equipment of its kind and any applicable additional standards or requirements in the state of Florida.

c. To ensure your compliance with all requirements in Sections 2(a) and 2(b) above, you must provide to Company written copies of all such licenses, permits, approvals, authority, registrations and certifications prior to your provision of any Detailing Services to any User. Thereafter, you must submit to Company written evidence of all such licenses, permits, approvals, authority, registrations and certifications as they are renewed. Company shall, upon request, be entitled to review such licenses, permits, approvals, authority, registrations and certifications from time to time, and your failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement.

3. **Services and Licensing Fees.**

a. *Services Fee.* You are entitled to charge a fee for each instance of completed Detailing Services provided to a User that are obtained through the Application ("Services Fee"), where such Services Fee is calculated based upon standard rates as detailed in the services fee schedule attached hereto ("Services Fee Schedule"). You: (i) appoint Company as your limited payment collection agent solely for the purpose of accepting the Services Fee, and/or if requested by you, applicable taxes and fees from the User on your behalf via the payment processing functionality facilitated by the Application; and (ii) agree that payment made by User to Company shall be considered the same as payment made directly by User to you. In addition, the parties acknowledge and agree that as between you and Company, the Services Fee is a recommended amount, and the primary purpose of the pre-arranged Services Fee is to act as the default amount in the event you do not negotiate a different amount. You shall always have the right to: (i) charge a fare that is less than the Services Fee; or (ii) negotiate, at your request, a fee that is lower than the Services Fee (each of (i) and (ii) herein, a "Negotiated Fee"). Company shall consider all such requests from you in good faith. Company agrees to remit to you on at least a bi-weekly basis the Services Fee less the applicable (i) Licensing Fee and (ii) any taxes and ancillary fees required by law.

b. *Changes to Services Fee Schedule.* Company reserves the right to change the Services Fee Schedule at any time in Company's discretion based upon local market factors, and Company will provide you with notice in the event of such change that would result in a change in the recommended Fare for each instance of completed Transportation Services. Continued use of the Application after any such change in the Services Fee Calculation shall constitute your consent to such change.

c. *Services Fee Adjustment.* Company reserves the right to: (i) adjust the Services Fee for a particular instance of Detailing Services in its reasonable discretion, including but not limited to reasons of your inefficient performance of the Detailing Services, failure to properly end a particular instance of Detailing Services in the Application, a technical error in the Application; or (ii) cancel the Services Fee for a particular instance of Detailing Services in its reasonable discretion, including but not limited to reasons of a User being charged for Detailing Services that were not provided, an event of a User complaint, or fraud.

d. *Licensing Fee.* In consideration of Company's provision of the Application for your use and benefit hereunder, you agree to pay Company a licensing fee on a per Detailing Services transaction in the amount of twenty percent (20%) of the Services Fee applicable to that specific Detailing Services transaction regardless of any Negotiated Fee ("Licensing Fee"). In the event regulations applicable in Florida require taxes to be imputed in the Services Fee, Company shall calculate the Licensing Fee based on the Services Fee net of such taxes. Company reserves the right to change the Licensing Fee at any time in Company's discretion based upon local market factors, and Company will provide you with notice in the event of such change. Continued use of the Application after any such change in the Licensing Fee calculation shall constitute your consent to such change in the Licensing Fee.

e. *Cancellation Charges.* You acknowledge and agree that Users may elect to cancel requests for Detailing Services that have been accepted by you through the Application at any time prior to your arrival. In the event that a User cancels an accepted request for Detailing Services, Company may charge the User a cancellation fee on your behalf. If charged, this cancellation fee shall be deemed the Services Fee for the cancelled Detailing Services for the purpose of remittance to you hereunder and the Company will deduct the applicable Licensing Fee from that Services Fee.

f. *Receipts.* As part of your use of the Application, Company provides you a system for the delivery of receipts to Users for Detailing Services rendered. Upon your completion of Detailing Services for a User, Company prepares an applicable receipt and issues such receipt to the User by email on your behalf. Such receipts are also provided to you by email or in the Application. Receipts include the breakdown of amounts charged to the User for Detailing Services and may include specific information about you, including your name, contact information and photo, as well as a description of the Detailing Services. Any corrections to a User's receipt for Detailing Services must be submitted to Company in writing within three (3) business days after the completion of such Detailing Services. Absent such a notice, Company shall not be liable for any mistakes in or corrections to the receipt or for recalculation or disbursement of the Services Fee.

g. *No Additional Amounts.* You acknowledge and agree that, for the mutual benefit of the parties, through advertising and marketing, Company and its Affiliates may seek to attract new Users to the Application and to increase existing Users' use of Company's mobile application. You acknowledge and agree such advertising or marketing does not entitle you to any additional monetary amounts beyond the amounts expressly set forth in this Agreement.

h. *Taxes.* You acknowledge and agree that you are responsible for collecting and remitting all applicable gross receipts, sales and use, excise or any other transaction tax on the provision of Detailing Services.

4. **Proprietary Rights; License.**

a. *License Grant.* Subject to the terms and conditions of this Agreement, Company hereby grants you a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use the Application solely for the purpose of providing Detailing Services to Users

and tracking resulting Services Fees and Licensing Fees. All rights not expressly granted to you are reserved by Company, its affiliates and their respective licensors.

b. *Restrictions.* You shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Application; (b) modify or make derivative works based upon the Application; (c) reverse engineer, decompile, modify, or disassemble the Application, except as allowed under applicable law; or (d) send unauthorized messages to anyone (including Users) in connection with your use of the Application, to include, but not be limited to, spam or otherwise duplicative or unsolicited messages. In addition, you shall not, and you shall not allow any other party to access or use the Application in order to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the Application an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Application; or (iv) attempt to gain unauthorized access to the Application or its related systems or networks.

c. *Ownership.* The Application, all data related to the access and use of the Application including all intellectual property rights therein ("Company Data"), and all User Information, are and shall remain the property of Company, its affiliates or their respective licensors. Neither this Agreement nor your use of the Application conveys or grants to you any rights: (a) in or related to the Application or Company Data, except for the limited license granted above; or (b) to use or reference in any manner Company's, its affiliates', or their respective licensors' company names, logos, product and service names, trademarks, services marks or other indicia of ownership.

5. **Confidentiality; Limited Non-Competition.**

a. *Confidentiality.* Each Party shall (a) use Confidential Information (as defined below) of the other Party only for the purposes of exercising rights or performing obligations in connection with this Agreement; and (b) use at least reasonable care to protect from disclosure to any third parties any Confidential Information disclosed by the other Party (including without limitation all precautions employed by a party with respect to its own Confidential Information), in each case, for a period commencing upon the date of disclosure until three years thereafter. Notwithstanding the foregoing, either Party may disclose Confidential Information (a) to its employees or independent contractors for the purpose of performing its obligations or exercising its rights hereunder, provided that each such employee and independent contractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein; and (b) if required by law or a court, provided the receiving Party uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows the disclosing Party to participate in the proceeding. "**Confidential Information**" means and includes the terms of this Agreement and all confidential and proprietary information of a Party, including, without limitation, computer programs, software, technical drawings, algorithms, know-how, trade secrets, formulas, processes, ideas, inventions (whether patentable or not), designs, schematics and other technical, business, financial, customer and product information, data and development plans, of any nature and in any form whatsoever, provided that such information is marked or designated in writing as "confidential," "proprietary," or any other similar term or designation or is disclosed in such a manner that a reasonable person would understand that such information is confidential and proprietary. Confidential Information does not include information that the receiving Party can document: (i) is or becomes (through no improper action or inaction by the receiving Party) readily available to the public; (ii) was in its possession or known by it without restriction on disclosure or use prior to receipt from the disclosing Party; (iii) was rightfully disclosed to it by a third party that rightfully received such information without restriction on disclosure or use; or (iv) was independently developed without use of any Confidential Information of the disclosing Party.

b. *Non-Competition.* Because of Company's legitimate business interest and for good and valuable consideration, during the Term of this Agreement and for the six (6) months beginning on the date of the termination of this Agreement, you agree and covenant not to contribute your knowledge, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, agent, partner, director, stockholder, officer, volunteer, intern or any other similar capacity to an entity engaged in the same or similar business as Company which provides an online or software application related to detailing services. Nothing herein shall prohibit you from purchasing or owning less than five percent (5%) of the publicly traded securities of any corporation, provided that such ownership represents a passive investment and that you are not a controlling person of, or a member of a group that controls, such corporation.

c. *Non-Solicitation.* You agree and covenant not to directly or indirectly solicit, service, contact, or attempt to contact, during the Term of this Agreement and for the six (6) months beginning on the date of the termination of this Agreement, any User for purposes or offering services similar to or competitive with the Detailing Services, except as through the App and Company.

6. Privacy.

a. Subject to applicable law and regulation, Company and its affiliates may, but shall not be required to, provide to you, a User, an insurance company and/or relevant authorities and/or regulatory agencies any information (including personal information (e.g., information obtained about you through any background check) and any Company Data) about you or any Detailing Services provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, between you and a User; (b) it is necessary to enforce the terms of this Agreement; (c) it is required, in Company's or any affiliate's sole discretion, by applicable law or regulatory requirements; or (d) it is necessary, in Company's or any affiliate's sole discretion, to protect the safety, rights, property or security of Company or its affiliates, the Application or any third party; to protect the safety of the public for any reason; to detect, prevent or otherwise address fraud, security or technical issues; and/or to prevent or stop activity Company or its affiliates, in their sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity).

b. Company and its Affiliates may collect your personal data during the course of your application for, and use of, the Application, which information may be stored, processed, and accessed by Company and its affiliates for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with Company's and its affiliates' legitimate business needs. You expressly consent to such use of personal data.

7. **Insurance.** Without limiting your obligations or liabilities hereunder, you further agree to procure and maintain, at your sole cost and expense, adequate workman's compensation, commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to the Company, with policy limits sufficient to protect and indemnify the Company and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members and controlling persons, from any losses resulting from your or your agents, servants or employees conduct, acts, or omissions, including claims for bodily injury and property damage to third parties. At Company's request, you agree to provide Company with copies of all insurance policies, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policies required in this Section 7. Furthermore, you must provide Company with written notice of cancellation of any insurance policy required by Company. If you have any questions or concerns about the scope or applicability of your own insurance coverage, it is your responsibility, not Company's, to resolve them with your insurer.

Company may maintain during the term of this Agreement insurance related to your provision of Detailing Services as determined by Company in its reasonable discretion, provided that Company and its affiliates are not required to provide you with any specific insurance coverage for any loss to you or your Equipment. You are required to promptly notify Company of any accidents or potential claims that occur while providing Detailing Services and to cooperate and provide all necessary information related thereto.

8. **Representations and Warranties.** You hereby represent and warrant that: (a) you have full power and authority to enter into this Agreement and perform your obligations hereunder; (b) you have not entered into, and during the term will not enter into, any agreement that would prevent you from complying with this Agreement; and (c) you will comply with all applicable laws in your performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide (i) Detailing Services using your Equipment pursuant to this Agreement, and (ii) mobile vehicle washing services to third parties in the state of Florida generally.

9. **Disclaimer of Warranties.** COMPANY AND ITS AFFILIATES PROVIDE, AND YOU ACCEPT, THE APPLICATION ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY AND ITS AFFILIATES DO NOT REPRESENT, WARRANT OR GUARANTEE THAT YOUR ACCESS TO OR USE OF THE APPLICATION: (A) WILL BE UNINTERRUPTED OR ERROR FREE; OR (B) WILL RESULT IN ANY REQUESTS FOR DETAILING SERVICES. COMPANY AND ITS AFFILIATES FUNCTION AS AN ON-DEMAND LEAD GENERATION AND RELATED SERVICE ONLY AND MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE USERS WHO MAY REQUEST OR RECEIVE DETAILING SERVICES FROM YOU, AND COMPANY AND ITS AFFILIATES DO NOT SCREEN OR OTHERWISE EVALUATE USERS. BY USING THE APPLICATION, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE INTRODUCED TO A THIRD PARTY THAT MAY POSE HARM OR RISK TO YOU OR OTHER THIRD PARTIES. YOU ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE USE OF THE APPLICATION. NOTWITHSTANDING COMPANY'S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF YOU FOR THE PURPOSE OF ACCEPTING PAYMENT FROM USERS ON YOUR BEHALF AS SET FORTH ABOVE, COMPANY AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL LIABILITY FOR ANY ACT OR OMISSION OF YOU, ANY USER OR OTHER THIRD PARTY. COMPANY AND ITS AFFILIATES DO NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE APPLICATION. YOU ACKNOWLEDGE AND AGREE THAT THE APPLICATION MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON, INCLUDING DUE TO SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, THE APPLICATION MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND COMPANY AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

10. **Indemnification.** You shall indemnify, defend and hold harmless Company and its affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social contributions and taxes arising out of or related to: (a) your breach of your representations, warranties or obligations under this Agreement; (b) any claim by a User; or (c) any claim by a third party (including regulators and governmental authorities) directly or indirectly related to your provision of Detailing Services or use of the Application.

11. **Term and Termination.** This Agreement shall be for a term of one (1) year and shall automatically renew at the end of such year (as well as at the end of each successive year) unless either party provides notice of its election to terminate this Agreement prior to such renewal. Either party may terminate this Agreement at any time and for any reason or for no reason at all. Upon termination of this Agreement, the Company may deny you access to the Application and the Company will pay any outstanding Services Fees which are not the subject of a User dispute in accordance with Section 3 above.

12. **Limits of Liability.** COMPANY AND ITS AFFILIATES SHALL NOT BE LIABLE UNDER OR RELATED TO THIS AGREEMENT FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) YOUR OR ANY THIRD PARTY'S PROPERTY DAMAGE, OR LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE. EXCEPT FOR COMPANY'S OBLIGATIONS TO PAY AMOUNTS DUE TO YOU PURSUANT TO SECTION 3 ABOVE, BUT SUBJECT TO ANY LIMITATIONS OR OTHER PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE APPLICABLE THERETO.

13. **Independent Contractor.** Your relationship with Company as established by this Agreement is that of an independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners (except as otherwise included herein), or otherwise as participants in a joint or common undertaking, or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. No party shall have any authority to employ any person on behalf of the other party, and each party shall, with respect to all persons employed by it, perform all obligations and discharge all liabilities imposed upon employers under law.

14. **Miscellaneous.**

a. *Survival.* Any termination of this Agreement shall not affect the ongoing provisions of this Agreement which shall survive such termination in accordance with their terms. Except as otherwise provided in this Agreement, all other obligations will terminate upon the termination of this Agreement.

b. *Notices.* All notices and other communications under this Agreement shall be in writing (e-mail permitted) and shall be deemed to have been given two (2) business days after being entrusted to a reputable commercial overnight delivery service, or when sent by e-mail, upon receipt of confirmation from recipient that the e-mail was received. All notices shall be sent to the addresses specified when entering into this Agreement.

c. *Reservation of Rights.* Each party reserves all rights not specifically granted herein.

d. *Entire Agreement; Amendments.* This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. No covenants, representations or warranties other than those contained, incorporated or referred to herein have been made, given or received. No course of dealing should be, or be deemed, a waiver of any term or condition hereof. No online or click-through terms, conditions, policies or documents shall be deemed to modify this Agreement, notwithstanding the fact that a party may have affirmatively accepted such terms as a condition of accessing any online service. This Agreement may not be changed, modified or amended except in writing and signed by each of the parties.

e. *Enforcement Costs.* In the event of any litigation or arbitration arising under or relating to the enforcement of this Agreement or any breach thereof, the prevailing party shall be entitled to

recover all court costs, expenses (even if not taxable as court costs) and reasonable attorneys' fees (including, without limitation, all pre-trial, trial and appellate proceedings), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled. Except as otherwise provided in this Agreement, each party shall pay its own legal fees and disbursements and other expenses in connection with this Agreement.

f. *Section Headings.* Section headings are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

g. *No Waiver.* No waiver by a party of any of the terms, conditions, covenants or agreements of this Agreement, or non-compliance therewith, shall be binding unless in writing and signed by the party to be charged, and no such waiver shall be deemed or taken as a waiver at any time thereafter of the same of any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof.

h. *Severability.* If any term or provision, or any portion thereof, of this Agreement, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

i. *Further Assurances.* The parties agree to execute, acknowledge, deliver and file, or cause to be executed, acknowledged, delivered and filed, all further instruments, agreements or documents as may be necessary to consummate the transactions provided for in this agreement and to do all further acts necessary to carry out the purpose and intent of this Agreement.

j. *Remedies Cumulative.* The remedies provided in this Agreement shall be cumulative and in addition to any other rights and remedies available to the parties at law or in equity.

k. *Choice of Law.* THIS AGREEMENT SHALL BE GOVERNED AND INTERPRETED BY THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS OF ANY STATE OR JURISDICTION. ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT ONLY IN THE COURTS OF RECORD OF THE STATE OF FLORIDA IN BROWARD COUNTY OR THE COURT OF THE UNITED STATES, SOUTHERN DISTRICT OF FLORIDA IN BROWARD COUNTY, AND EACH PARTY CONSENTS TO AND CONFERS PERSONAL JURISDICTION ON SUCH COURTS.

This Agreement has been executed as of the ____ day of _____, 201__.

WASHÉ, LLC

By: _____

Stefan Joyal, Manager

By: _____

Name: _____

Its: _____

SERVICES FEE SCHEDULE