

Jay Chopra Solutions Subscription Agreement

“TECHFIN.LLC LLC”, (“JAY CHOPRA, JAY CHOPRA SOLUTIONS, JC, TECHFIN, TF”) PROVIDES STRATEGIC MARKETING, CONTENT, AND BRAND-BUILDING SERVICES SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS SUBSCRIPTION AGREEMENT (THE “AGREEMENT”). PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY. AS USED IN THIS AGREEMENT, “YOU” AND “YOUR” REFER TO THE PERSON OR ENTITY USING THE SITE. JAY AND YOU ARE COLLECTIVELY REFERRED TO AS THE “PARTIES” AND INDIVIDUALLY AS A “PARTY.” THIS AGREEMENT IS EFFECTIVE AS OF THE DATE YOU CLICK THE “PAY” BUTTON (THE “EFFECTIVE DATE”)

BY CLICKING THE “PAY” BUTTON, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLICK “CANCEL.” NOTWITHSTANDING THE FOREGOING, USING JAY’S SERVICES INDICATES YOUR ACCEPTANCE OF THIS AGREEMENT.

1. Services and Obligations of the Parties

1.1 The Services. Jay will provide services to Client related to Client’s marketing and brand-building efforts, (“Services”). The Services are outlined in more detail in one or more Product Descriptions within your subscription invoice. Any services that are not included or described in an applicable Product Description will be outside the scope of the Services.

1.2 Jay's Obligations. Jay will provide the Services in a professional, diligent, and commercially reasonable manner, and always aim to adhere to project deadlines. Jay reserves the right to hire personnel to assist in performing the Services. Jay will remain responsible for the performance of and payment to each such person, and for their compliance with the terms and conditions of this Agreement. Client acknowledges and agrees that Jay will be free to provide services similar to the Services to other parties, even if such engagement may be competitive with Client.

1.3 Client Obligations. Client acknowledges that the successful completion of deliverables will require Client’s assistance, and full, timely, and accurate performance of its obligations set forth in this Agreement and any applicable Scope. Client will: (a) cooperate in all matters relating to the Services; (b) provide access to Client’s facilities, documents, databases, and personnel as may be reasonably necessary for Jay to provide the Services; (c) provide complete and accurate copies of materials or information that Jay may request to carry out the Services in a timely manner; and (d) respond promptly to any requests that are reasonably necessary for Jay to perform the Services in accordance with this Agreement.

1.4 Effect of Delays. Jay shall not be deemed in breach of its obligations under this Agreement, or otherwise liable for any costs, charges, or losses sustained or incurred by Client if Jay's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or any of its Representatives. In no event will Jay be subject to any liability, including without limitation, liability for any consequential, incidental, or other damages, resulting from deadline adjustments, postponements, or terminations that are in any way caused by Client's acts or omissions.

2. Term and Termination

2.1 Term. The term of this Agreement (the "Initial Term") will commence as of the Effective Date and will continue until the end date set forth in the corresponding Scope, unless terminated earlier in accordance with Section 2.2 below. The Agreement shall automatically renew on a month-to-month basis upon expiration of the Initial Term (each a "Renewal Term" and together with the Initial Term, the "Term"), until either party requests termination in accordance with Section 2.2.

2.2 Either party may terminate this Agreement at any time and for any reason upon 30 days' notice to the other party. Jay may terminate this Agreement immediately without notice to Client if Client fails to pay Fees and such failure continues for more than 10 days from the date such Fees were due. Client will pay in full for the Services up to and including the last day on which the Services are provided.

3. Fees and Expenses

3.1 Service Fees. In exchange for the Services, Client shall pay Jay the fees as set forth in each Scope and in accordance with the terms of this Agreement. Where Services are provided for a fixed price, the total fees for the Services shall be payable as a lump sum or installment payments as stated in the applicable Scope. Where Services are provided on a time and materials basis, the fees payable for the Services shall be calculated in accordance with Jay's hourly rates for the work performed by Jay and personnel. Additionally, Client agrees to reimburse Jay for all reasonable out-of-pocket expenses incurred by Jay in connection with the performance of the Services.

3.2 Subscription. You agree to pay Jay for Your chosen subscription according to the prices set forth on your subscription selection, which are expressly incorporated into this Agreement. You may choose to be billed monthly or on an annual basis. If You choose to be billed one-off, Jay will charge Your credit card for the entire amount of Your chosen subscription tier on the Effective Date. If You choose to be billed every two weeks, Jay will charge Your credit card for Your chosen subscription plan monthly, beginning on the Effective Date and recurring each month thereafter. A change to your subscription if you have chosen to be billed on an annual

basis may occur only at the time of renewal. You agree to pay all fees and charges incurred in connection with Your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. Jay may require additional verifications or information from You before accepting any order. You agree that Jay may change the prices of the subscription without Your consent. Jay agrees to give you written notice of any changes to the prices of the subscription tiers, and Your continued use of the Site 15 calendar days following the date of the written notice from Jay will be construed as Your acceptance of the changes.

3.3 Late Fees. If Client fails to pay all or any portion of fees owed for more than thirty (30) days from the date on the applicable invoice ("Outstanding Balance"), Client will be charged a monthly fee equal to the lesser of (a) ten percent (10%) of the total Outstanding Balance or (b) the maximum interest chargeable under applicable law (the "Late Fee"). Jay also reserves the right, in its sole discretion, to suspend all work related to the Services until any Outstanding Balance and applicable Late Fees are paid in full.

4. Confidentiality and Non-Solicitation.

4.1 Confidential Information. Both parties agree that each shall treat as confidential the terms and conditions of this Agreement, and all information provided by each party to the other regarding its past, present, and future business affairs, operations, plans, intellectual property, trade secrets, know-how, practices, and commercial strategies. All confidential information provided by a party under this Agreement shall only be used by the other party for the purpose of rendering or obtaining the Services, or otherwise as expressly permitted under this Agreement. Each party shall hold the confidential information of the other party in strict confidence, and shall not disclose any confidential information to any third party without the other party's prior written consent. The confidentiality restrictions in this Section shall not be applicable to any information that is or becomes publicly available other than through a breach of this Agreement. The obligations set forth in Section 4.1 will continue during the Term and for one (1) year after the Termination Date.

4.2 Non-Solicitation. During the period of this Agreement and for a period of one (1) year after the Termination Date (for any reason whatsoever), Client shall not, directly or indirectly: (a) employ or hire; (b) knowingly permit any company or business organization which is directly or indirectly controlled by Client to employ or hire; (c) recruit or attempt to recruit, solicit or attempt to solicit, attempt to hire, interfere with or endeavor to entice away; or (d) assist any entity, company or business organization to recruit or attempt to recruit, solicit or attempt to solicit, attempt to hire, interfere with or endeavor to entice away, any person who is or was employed by Jay, or is or was an agent or consultant of Jay at any time during the Term.

5. Ownership of Deliverables; Intellectual Property Rights.

5.1 Definitions. For the purposes of this Agreement:

(a) “Client Materials” means any documents, data, information, specifications, content, photographs, and other materials that Client provides or makes available to Jay for use in connection with this Agreement.

(b) “Deliverables” means all completed work product, designs, content, videos, and other materials that are prepared by or on behalf of Jay in the course of performing the Services and accepted and paid for by Client, including any items identified as such in each Scope.

(c) “Intellectual Property Rights” means any rights associated with intellectual property, including (i) rights in patents and inventions, (ii) trademarks, service marks, trade names, logos and corporate names (in each case, whether registered or unregistered), including all associated goodwill, (iii) copyrights (registered or unregistered) and works of authorship, (iv) computer software, data, databases and documentation thereof, (v) trade secrets, and (vi) all rights, remedies against infringements and rights to protect such interests.

(d) “Jay Chopra Materials” means all documents, data, know-how, methodologies, tools, processes, systems, and other materials that are created, developed, or acquired by Jay independently of this Agreement. Jay Chopra Materials also includes any work product created or prepared by Jay in connection with performing the Services that are not accepted or used by Client and/or not included as part of the final Deliverables.

(e) “Third-Party Materials” means materials and information, in any form or medium, including any software (including open-source software), documents, data, content, specifications, products, equipment or components incorporated into the Deliverable(s) or used by Jay in connection with providing the Services that are not proprietary to Jay.

5.2 Ownership of Deliverables. Upon submitting payment in full for the Services in accordance with this Agreement and any applicable Scope, Client is, and will be, the sole and exclusive owner of all right, title and interest in and to the Deliverables, including all associated Intellectual Property Rights. Jay agrees that any Deliverables that may qualify as “work made for hire” are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do

not constitute a “work made for hire,” Jay hereby assigns all right, title, and interest in and to the Deliverables, including all associated Intellectual Property Rights.

5.3 Third-Party Materials. The Deliverables may include or operate in conjunction with Third-Party Materials. Jay will notify Client of all Third-Party Materials, if any, included in or required for use with any Deliverable on or prior to delivery of the relevant Deliverable. All Third-Party Materials are provided pursuant to the terms and conditions of an applicable third-party license agreement (“Third-Party Agreement”), and Jay will provide Client with a copy of any such Third-Party Agreement or online terms and conditions if requested. Client shall comply with all applicable Third-Party Agreement(s), if any, and any breach by Client of any such Third-Party Agreement will be deemed a breach of this Agreement. Ownership of all Third-Party Materials, and all corresponding Intellectual Property Rights, is and will remain with the respective owners, subject to any express licenses or sublicenses granted to Client pursuant to or in accordance with an applicable Third-Party Agreement and/or this Agreement.

5.4 Jay Chopra Materials. Jay and its licensors are, and will remain, the sole and exclusive owners of all right, title and interest in and to the Jay Chopra Materials, including all associated Intellectual Property Rights, and the processes by which it provides the Services. Jay Chopra hereby grants Client a limited, royalty-free, non-transferable, non-sublicensable, worldwide license to use, display, and reproduce Jay Chopra Materials to the extent incorporated in, combined with, or otherwise necessary for the use of the Deliverables, solely to the extent reasonably required in connection with Client’s use of the Deliverables. Jay expressly reserves all other rights in and to the Jay Chopra Materials. Client shall not, directly or indirectly, reverse engineer, deconstruct, disassemble, otherwise attempt to discover, recreate, or re-use the processes, ideas, or know-how related to any Jay Chopra Materials or Jay’s Services.

5.5 Client Materials. Client and its licensors are, and will remain, the sole and exclusive owner of all right, title and interest in and to the Client Materials, including all associated Intellectual Property Rights. Client hereby grants Jay Chopra a royalty-free, non-exclusive right and license to use, reproduce, perform, display, distribute, modify and create derivative works and improvements of the Client Materials in order to develop the Deliverables and perform the Services.

6. Indemnification

6.1 Mutual Indemnification. Each party (as “Indemnifying Party”) agrees to indemnify and hold the other party harmless from any and all costs, damages, liabilities, losses, and expenses related to any claim or action by a third party arising out of or resulting from: (a) breach by the

Indemnifying Party or any of Representatives of any of the terms and conditions of this Agreement; or (b) gross negligence or more culpable act or omission of the Indemnifying Party.

7. Injunctive Relief

Each party acknowledges that a breach by a party of Section 4 (Confidentiality; Non-Solicitation) or Section 5 (Intellectual Property Rights) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation. Each party agrees that in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including injunctive relief, specific performance and any other relief that may be available. Such remedies will not be deemed to be exclusive but will be in addition to all other remedies available at law or in equity.

8. Miscellaneous

8.1 Relationship of the Parties; No-Exclusivity. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever. No exclusive relationship between the Parties is formed by this Agreement or otherwise. Either Party may engage or be engaged by a third party to this Agreement in a similar relationship to the relationship contemplated under this Agreement.

8.2 Assignment. Neither party may assign or transfer its rights or delegate its obligations under this Agreement without the other party's prior written consent, which will not be unreasonably withheld. Any purported assignment or delegation in violation of this Section is null and void. This Agreement will be binding upon the successors and permitted assigns of the parties to this Agreement.

8.3 Force Majeure. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any milestone or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

8.4 Entire Agreement; Amendment. This Agreement, together with all applicable Scopes and/or Change Orders, which are incorporated by reference, constitutes the sole and entire agreement of the parties, and supersedes all prior and contemporaneous writings, negotiations, or discussions relating to the subject matter of this Agreement. In the event of any conflict between the terms of this Agreement and those of any Scope, the most recent Scope will govern. This

Agreement and any Scope may not be modified or amended except in a writing signed by an authorized officer of each party.

8.5 Notices. Except as otherwise provided in this Agreement, notices given pursuant to this Agreement will be sufficient if given in writing, delivered by email with confirmation of receipt, hand delivered, or sent to each party's respective business address listed below: TECHFIN.LLC LLC 45 Riverdrive South Jersey City NJ 07310 US

8.6 Waiver. No failure or delay by either party in exercising any right or remedy under this Agreement will operate or be deemed as a waiver of any such right or remedy. The waiver of a breach of this Agreement will in no event constitute a waiver as to any other breach or prevent the exercise of any right under this Agreement.

8.7 No Third-Party Beneficiaries. This Agreement is for the sole benefit of Client and StoryArb, and their respective Representatives and permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement. 8.8 Severability. In case any provision of this Agreement is held to be invalid, unenforceable, or illegal, that provision may be severed from this Agreement by a court of competent jurisdiction, and such invalidity, unenforceability, or illegality shall not affect any other provisions of this Agreement.

8.9 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Virginia. The state and federal courts in the state of Virginia, will have jurisdiction over any claim brought under this Agreement, and the parties hereby consent to the personal jurisdiction of such courts. The parties shall attempt to resolve any dispute or claim arising under or in connection with this Agreement in good faith.

8.10 Survival. Provisions of these terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement and any applicable Scope including, but not limited to, Section 3 through 10 of this Agreement. In addition, Jay will be entitled to receipt of pro rata payment for Services rendered prior to termination.

8.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution by electronic or digital signature will have the same force and effect as execution of an original, and any such signature will be deemed an original and valid signature.

8.12 Code of Ethics, Conduct & Values. Jay does not tolerate racist, supremacist, sexist, misogynist, homophobic, transphobic, discriminatory, inappropriately sexual, or other unethical conduct or language by clients either toward our team members or expressed publicly. Violations of this policy will result in the ceasing of work and services and the termination of our contract.

8.13 Ethical Content Creation Policy. Jay will not create or post content on behalf of clients that is racist, supremacist, sexist, misogynist, homophobic, transphobic, discriminatory, inappropriately sexual, or otherwise unethical in nature regardless of an expressed request from the client to do so. Should a client persist in these requests, Jay will cease work for the client and terminate the contract.

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